



City of Sweetwater

SPECIAL COMMISSION MEETING

MEETING DATE: MONDAY, NOVEMBER 23, 2015 AT 8:00 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. INVOCATION.
4. PUBLIC COMMENTS.
 - A. REQUEST OF HECTOR GUTIERREZ TO ADDRESS THE CITY COMMISSION REGARDING "LA CRITERIA".
5. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT VACATING THAT CERTAIN PORTION OF THE NW 108TH AVENUE RIGHT-OF-WAY LOCATED BETWEEN NW 25TH STREET AND NW 23RD STREET, AS RECORDED ON PLAT BOOK 48 AT PAGE 58 OF THE HAMPTON PARK SUBDIVISION, ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR LOPEZ)
6. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER ADOPTING CONTRACT WITH ECOSTRATA FOR PROVISION OF GRANT-WRITING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR EFFECTIVE DATE. (MAYOR LOPEZ)
7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A FORBEARANCE AGREEMENT WITH REGIONS BANK; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)
8. AN ORDINANCE CREATING AMNESTY PERIOD; CREATING A LIMITED EXCEPTION FROM CIVIL PENALTIES AND LIENS FOR BUILDING CODE VIOLATIONS UPON A HOMEOWNER'S COMPLIANCE WITH THE BUILDING CODE AND/OR ADDITIONAL CRITERIA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE. (COMMISSIONER BERGOUIGNAN)

SPECIAL COMMISSION MEETING
MONDAY, NOVEMBER 23, 2015
AGENDA PAGE 2

9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF A BREAKER HAMMER FROM GRAINGER INDUSTRIAL SUPPLY FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. (COMMISSIONER DUASSO)
10. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING PAYMENT TO ORACLE ELEVATOR FOR EMERGENCY REPAIRS TO THE ELEVATOR IN CITY HALL; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ/PUBLIC WORKS/FINANCE)
11. A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF SWEETWATER APPROVING BUDGET REVISION NO. 2 OF THE CITY OPERATING BUDGET FOR FISCAL YEAR 2014-2015 AND AMENDING THE SAID OPERATING BUDGET OF THE CITY OF SWEETWATER. (MAYOR LOPEZ/FINANCE DIRECTOR)
12. RATIFICATION OF DEPARTMENT HEADS. (CODE REQUIREMENT)
13. ADJOURNMENT.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT CITY CLERK MARIE SCHMIDT AT 221-0411 BY NOON ON THE DAY BEFORE THE MEETING IN ORDER TO REQUEST SUCH ASSISTANCE.

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT VACATING THAT CERTAIN PORTION OF THE NW 108TH AVENUE RIGHT-OF-WAY LOCATED BETWEEN NW 25TH STREET AND NW 23RD STREET, AS RECORDED ON PLAT BOOK 48 AT PAGE 58 OF THE HAMPTON PARK SUBDIVISION, ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sun Sol Doral, LLC, a Florida limited liability company ("Sun Sol"), Louis Alexander, Nelson Rasse, Norma Rasse, Chassis Depot, Truck Depot, LLC, and R&G Engineering, (collectively referred to as "Owner(s)") have requested that the City vacate portions of the right-of-way along NW 108th Avenue NW 25th Street as depicted in the survey sections attached hereto; and

WHEREAS, The City and the Owners hereby wish to enter into an agreement (the "Agreement"), a copy of which is attached hereto and made part hereof, whereby the City shall revert back to the Owners, each Owners' respective portion of the Right-of-Way at the intersection of NW 24 Street and NW 108 Avenue, Sweetwater in exchange and as consideration for the Owners undertaking certain repairs and improvements (the "Improvements") as more particularly set forth in the Agreement; and

WHEREAS, the City Commission hereby finds that the portions of the right-of-way in question shall no longer be needed as a right-of-way by the City or the public once the Improvements are finalized, and that is in the best interest of the City to grant the request to revert said portions of rights-of-way subject to and in accordance with the terms and conditions set forth therein in order to enable the Owners to commence the Improvements; and

WHEREAS, no federal, state or county rights-of-way are involved or affected, and that the granting the request to vacate said right-of-way will not be detrimental to the public health, safety and welfare; and

WHEREAS, for and in consideration of the transfer of the portions of the right-of-way in question to Owners, Owners represent, warrant and agree to all terms and conditions set forth in the Agreement including reversion provisions;

NOW, THEREFORE, be it resolved by the Mayor and City Commission of the City of Sweetwater, Florida, that:

SECTION 1. The above stated recitals and the attached agreement are hereby incorporated herewith.

SECTION 2. The City Commission hereby vacates and shall vacate the portions of the right-of-way subject to and to the extent required and permitted in the Agreement.

SECTION 3. This Commission authorizes the Mayor to execute the attached agreement and all necessary documents to vacate portions of the right-of-way along NW 108th Avenue NW 25th Street (as depicted in the survey sections) subject to and in accordance with the terms and conditions set forth therein.

SECTION 4. That this resolution shall become effective immediately upon adoption thereof.

Passed and adopted on _____, ____ 2015.

Attest:

Marie O. Schmidt
City Clerk

Orlando Lopez
Mayor

As to form and legal sufficiency

Guillermo Cuadra
City Attorney

Jose Diaz
Commission President

Jose Diaz, President of the City Commission
Jose A. Bergouignan, Vice President of the City Commission
Prisca Barreto, Commissioner
Manuel Duasso, Commissioner

Isolina Marono, Commissioner
Eduardo Suarez, Commissioner
Idania Llanio, Commissioner

Prepared and return to:
Andrew Cuevas, Esq.
Cuevas & Associates
7480 SW 40th Street
Suite 600
Miami, Florida, 33155
Tel.: (304) 461-9000

[Space Above This Line For Recording Data]

AGREEMENT FOR REVERSION OF LAND

THIS AGREEMENT, is made and entered into this ____ day of ____, 2015, by and between the City of Sweetwater, Miami-Dade County (hereinafter "City") and: Sun Sol Doral, LLC, a Florida limited liability company ("Sun Sol"), Louis Alexander, Nelson Rasse, Norma Rasse, Chassis Depot, Truck Depot, LLC, and R&G Engineering, (collectively referred to as "Owner(s)").

WHEREAS, the City of Sweetwater (the "City") and the Owners hereby wish to enter an agreement whereby the City shall revert back to the Owners, each Owners' respective portion of the Right-of-Way at the intersection of NW 24 Street and NW 108 Avenue, Sweetwater, Florida due to the fact that the existing right of way at NW 24 Street and 108 Avenue is 200 feet, which was originally owned by the Owners or their predecessors, is larger than needed by the City; and

Whereas, the City has no intended use for the excess right of way and is interested in entering into this agreement with the Owners to revert back to each adjoining land owner the excess land, after retaining a 60-foot right-of-way on NW 108 Avenue, and a 50-foot right-of-way at NW 24 Street, around the existing circle property with folio No. 25-3031-001-1640.

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, City shall revert the property described in this Agreement (the "Property") to each respective Owner such Property better described on Exhibit A, attached hereto and incorporated herein. Title to the Property shall be reverted to its current adjoining land owner subject to the terms and conditions of this Agreement, restrictions, zoning ordinances, covenants, and rights of way of record.

II. CONSIDERATION.

For and in consideration of the transfer of the Property to Owners, Owners represent, warrant and agree to the following terms and conditions:

1. The constructions of a 5-foot concrete sidewalk complying with Miami-Dade County specifications around the entire perimeter of the land which will revert to each Owner.
2. The providing and installing of street trees complying with Miami-Dade County minimum specifications at a distance of no more than 35 feet on center.
3. The construction of sixteen (16) drainage structures with appropriate exfiltration trenches and roadway grading in accordance with Miami-Dade County Public Works/City of Sweetwater Public Works Department and the Department of Environmental Resource Management (DERM) along all streets abutting the Rights-of-Way to be conveyed.
4. Owners shall be responsible for obtaining all legal documentation from the City of Sweetwater, including surveys and permits.
5. Specific consideration for each of the Owners shall be as follows:
 - a) For Sun Sol Doral, LLC, specific consideration shall be shall be as follows:

- i. The construction of a 22-foot paved road between its two properties across from each other at NW 24 Street and a 12-foot half-road around the NE corner of the intersection of NW 24 Street and NW 108 Avenue. Said roads shall include pavement markings and driveway approaches in accordance with Miami Dade County and City of Sweetwater Public Works Department Standards, as required
 - ii. The construction of six (6) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above
 - b) Specific consideration for Louis Alexander shall be as follows:
 - i. The construction of three (3) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - c) Specific consideration for Nelson and Norma Rasse shall be as follows:
 - i. The construction of one (1) drainage structure, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - d) Specific consideration for Truck Depot LLC shall be as follows:
 - i. The construction of three (3) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - e) Specific consideration for Chassis Depot shall be as follows:
 - i. The construction of one (1) drainage structure, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - ii. The construction of a 12-foot half-road around the NE corner of the intersection of NW 24 Street and NW 108 Avenue
 - f) Specific consideration for R&G Engineering shall be as follows:
 - i. The construction of two (2) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - g) Consideration listed above is graphically described in sketch titled "Right-of-Way and Vicinity Improvements at the Intersection of NW 24th St. and NW 108 Ave", prepared by Juan Antonio Rodriguez, Architect and dated June 20, 2015, attached hereto as Exhibit "B" of this Agreement.
6. Timing for additional consideration – the additional consideration provided for in Section II(5) of this Agreement shall be completed by each Owner no later than 30 months after the reversion of property from the City to the Owners as evidenced by the Quit Claim Deed issued by the City to the Owners.
7. In the event that all owners have not complied with the Consideration requirements within thirty (30) months ("Compliance Period"), then any complying owner may notify the City and the other owners of its intent to complete said Consideration requirements within an additional period of twelve months.
- a) If a complying owner performs work for another property due to noncompliance within the Compliance Period, then the owner(s) performing such work shall be able to recover from the noncomplying owner all costs incurred, including legal fees, contractor fees, permits, materials, etc., from the noncomplying owner, plus a 25% markup of such costs, with such right to recover the costs to include lien rights against the improved property (collectively referred to as the "Right to Cure"). For a complying owner to pursue the Right to Cure, fifteen (15) day written notice must be given to the noncomplying owner prior to begin work on the property. The City agrees to issue permits for the work/Consideration required in order to effectuate the Right to Cure.
 - b) Failure by the owners to complete all Consideration requirements within the said additional period of twelve months shall result in all Properties reverting automatically to the City, unless an alternative solution is agreed to by the City and the complying owners. At the option of the City, any Owner who does not comply with all of the Consideration requirements set forth in this Section II within thirty (30) months of the signing of this Agreement, shall have its respective portion of the Property revert back to the City without any rights or claims against the City. The City shall be able to have the respective portion of Property reverted back to the City by submitting a Quit Claim Deed to the noncomplying Owner (or all owners if allowed pursuant to this Agreement) which must be signed within five (5) days of receipt. If not signed by the noncomplying Owner(s), the City can then petition a court of competent jurisdiction to have such document signed and recover all reasonable attorney fees and costs for having to pursue such course of action.

III. TITLE

City will revert title to the Property to the Owners, free and clear of all liens, encumbrances, defects and burdens, except: easements, restrictions and rights of reversion stated herein, and rights of way, by Quit Claim Deed to be delivered upon execution of this agreement by all parties in this Agreement. The form of the Quit Claim is attached hereto as Exhibit "A" to this Agreement.

IV. TAXES AND ASSESSMENTS.

Owners shall pay all taxes and assessments for years subsequent to the execution of (DEED).

V. ASSIGNMENT.

Owners shall not sell, assign, or transfer this Agreement of any interest under it without first obtaining the written consent of City. Additionally, Owners shall not sell, transfer or convey the above described Property while the reversionary interest of City exists, without first obtaining the written consent of City.

VI. UNIFICATION OF PROPERTY

The City hereby agrees to allow Owners to apply and obtain approval of the unification of folio numbers of the Property being reverted back to each respective Owner and legally joined with its adjoining property under one folio number and legal description to be presented by the Owners. However, as a precondition for the City to allow for the unification of the folios, each Owner must complete all work/consideration contemplated within Section II of this Agreement within 30 months of the execution of this Agreement. In the event that any Owner does not comply the requirements of Section II within 30 months of the signing of this Agreement, the noncomplying Owner (not all Owners) will be required to execute a Quit Claim Deed transferring its respective portion of the Property back to the City, as described in Article II of this Agreement.

VII. DEFAULT.

In the event Owners fail to comply with any term in this Agreement, then the City shall have the option to conduct the required repairs/modifications to the property itself and assess the respective owner for the cost of such work to be performed, instead of seeking a reversion of the Property, as discussed in Section II of this Agreement. The City shall provide thirty (30) day notice of noncompliance with a right to cure prior to the City pursuing either of the available remedies for default.

VIII. NOTICES.

Any notice to be given under this Agreement shall be in writing and delivered to the party to whom it is to be given at the address as shown below and such notice shall be deemed to have been given on the day of delivery or on the 5th business day after mailing as aforesaid, as they may be:

If to the City:

Mayor Orlando Lopez
500 SW 109th Avenue, Second Floor
Sweetwater, Florida 33174

If to Sun Sol Doral, LLC

Cuevas & Associates, PA
Attn.: Andrew Cuevas, Esq.
7480 SW 80th Street, Suite 600
Miami, FL 33155

Email: acuevas@cuevaslaw.com

Tel (305) 461-9500

If to Louis Alexander

If to Nelson and Norma Rasse	

If to Chassis Depot	

If to Truck Depot, LLC	

If to R&G Engineering	

IX. MISCELLANEOUS.

- A. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties.

- B. This Agreement shall and the terms contained herein shall survive the recording of the (DEED)
- C. This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHERE OF, each party to this Agreement has caused it to be executed at _____ on the date indicated above.

City of Sweetwater	Sun Sol Doral, LLC
By _____ Title _____	By: _____ Title: _____
Louis Alexander	Nelson Rasse
By _____	_____
	Norma Rasse
Chassis Depot	R&G Engineering
By _____ Title _____	By _____ Title _____
Truck Depot, LLC	
By: _____ Title: _____	

EXHIBIT A
[Legal Description]

NE corner:

As to Sun Sol Doral, LLC which currently owns the following described property:

Lots 1,2,3,217,18,19, Block 1, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ___, Page(s) ___, of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

NW Corner:

As to Louis Alexander, who currently owns the following described property:

Lots 7,8,9,10,11,12, Block 2, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ___, Page(s) ___ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

SW corner:

As to Nelson and Norma Rasse., who currently own the following described property:

Lots 1,2,3,4,5,6,7,8, Block 3, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ___, Page(s) ___ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

As to Truck Depot LLC., which currently owns the following described property:

Lots 19,10,11,12, Block 3, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ___, Page(s) ___ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

NE corner:

As to Sun Sol Doral, LLC, which currently owns the following described property:

Lot 1, Block 4, Hampton Park, according to the map or plat thereof, as recorded in Plat Book 48, Page(s) 58, of the Public Records of Miami-Dade County, Florida.

The property to be reverted back is legally described as follows:

As to Chassis Depot, which currently owns the following described property:

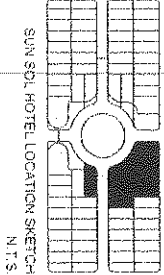
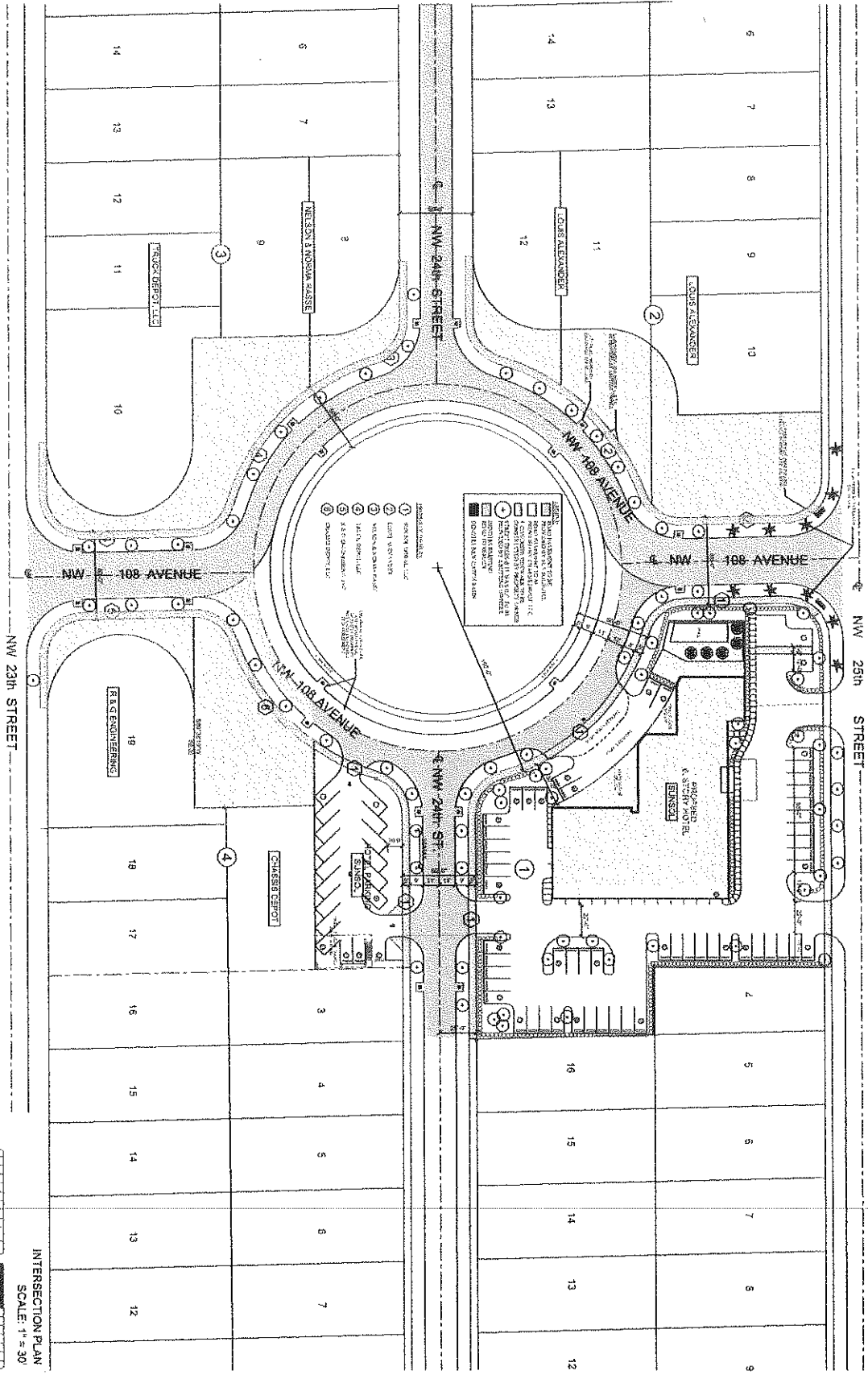
Lots 2,3, Block 4, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ___, Page(s) ___ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

As to R&G Engineering, which currently owns the following described property:

Lots 18, 19, Block 4, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ___, Page(s) ___ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:



INTERSECTION PLAN
SCALE: 1" = 30'

RIGHT OF WAY AND VICINITY
IMPROVEMENTS AT THE
INTERSECTION OF NW 24TH
ST AND 108 NW AVE

Juan Antonio Rodriguez, Architect
Architectural Firm
Arch. Lic. 93906 / Interior Design Lic. R25544
2901 South Andrews Avenue, Suite 101,
Fort Lauderdale, Florida 33304
Tel: (954) 269-4265

NO.	DATE	DESCRIPTION
1	06-20-2005	PRELIMINARY
2	06-20-2005	REVISION
3	06-20-2005	REVISION
4	06-20-2005	REVISION
5	06-20-2005	REVISION
6	06-20-2005	REVISION
7	06-20-2005	REVISION
8	06-20-2005	REVISION
9	06-20-2005	REVISION
10	06-20-2005	REVISION
11	06-20-2005	REVISION
12	06-20-2005	REVISION
13	06-20-2005	REVISION
14	06-20-2005	REVISION
15	06-20-2005	REVISION
16	06-20-2005	REVISION
17	06-20-2005	REVISION
18	06-20-2005	REVISION
19	06-20-2005	REVISION
20	06-20-2005	REVISION

NO.	DATE	DESCRIPTION
1	06-20-2005	PRELIMINARY
2	06-20-2005	REVISION
3	06-20-2005	REVISION
4	06-20-2005	REVISION
5	06-20-2005	REVISION
6	06-20-2005	REVISION
7	06-20-2005	REVISION
8	06-20-2005	REVISION
9	06-20-2005	REVISION
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12	06-20-2005	REVISION
13	06-20-2005	REVISION
14	06-20-2005	REVISION
15	06-20-2005	REVISION
16	06-20-2005	REVISION
17	06-20-2005	REVISION
18	06-20-2005	REVISION
19	06-20-2005	REVISION
20	06-20-2005	REVISION

PROPERTY ADDRESS 2400 NW 108 AVENUE, SWEETWATER, FL. 33172

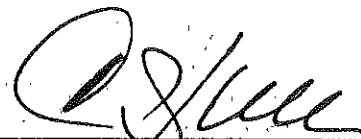
LAND REVERSION LEGAL DESCRIPTION
 LOT 12 BLOCK 2 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS
 RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE
 COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT EAST OF LOT 12 BLOCK 2 OF SAID
 PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, BLOCK 2; THENCE $S1^{\circ}43'22''E$ ALONG
 OF THE EAST LINE OF SAID LOT 12 A DISTANCE OF 8.94 FEET TO A TANGENT POINT OF A
 CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF
 $91^{\circ}12'22''$, AN ARC LENGTH OF 79.59 FEET TO A TANGENT POINT; THENCE $N89^{\circ}29'00''E$
 43.91 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A
 RADIUS OF 25 FEET A CENTRAL ANGLE OF $73^{\circ}23'54''$, AN ARC LENGTH OF 32.03 FEET TO A
 REVERSE CURVE CONCAVE TO NORTHWEST, HAVING A RADIUS OF 150 FEET, A CENTRAL
 ANGLE OF $17^{\circ}54'37''$, AN ARC LENGTH OF 46.89 FEET TO A POINT ON THE EXTENSION EAST
 OF THE NORTH LINE OF SAID LOT 12; THENCE ALONG OF SAID LINE $S89^{\circ}29'00''W$ 38.21 FEET
 TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1864 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

CH LAND SURVEYING INC.
 5951 N.W. 151 STREET Suite 210
 MIAMI LAKES, FL. 33014
 PH(305) 807-8640 FAX: 305 823-9806


CARLOS A. HERNANDEZ
 LAND SURVEYOR AND MAPPER No. 5718
 STATE OF FLORIDA

NW cor, No. 3

[illegible]

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROPERTY ADDRESS FOLIO: 25-3031-001-0300 (VACANT LOT)

NW COR 110-2

LAND REVERSION LEGAL DESCRIPTION

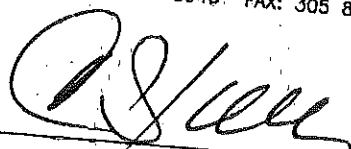
LOT 11 BLOCK 2 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT EAST OF LOT 11 BLOCK 2 OF SAID PLAT, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 10; THENCE N89°29'00"E 34.64 FEET ALONG OF THE SOUTH LINE OF SAID LOT 10 TO THE POINT OF BEGINNING; THENCE ALONG THE EXTENSION EAST OF THE SOUTH LINE OF SAID LOT 10 N89°29'00"E 106.32 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 17°28'52" A RADIAL BEARING S37°31'17"E FROM THE CENTER OF THE CURVE; THENCE SOUTHWESTERLY 7.63 FEET ALONG THE ARC OF SAID CURVE TO A REVERSE CURVE CONCAVE TO NORTHWEST, HAVING A RADIUS OF 150 FEET, A CENTRAL ANGLE OF 35°57'52", AN ARC LENGTH OF 94.15 FEET, TO THE EXTENSION EAST OF THE SOUTH LINE OF LOT 11; THENCE ALONG OF SAID LINE S89°29'00"W 38.21 FEET; THENCE N01°43'22"W 25.75 FEET TO A TANGENT POINT OF CURVE CONCAVE TO NORTHWEST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 47°48"; THENCE NORTHEASTERLY ALONG OF SAID CURVE AN ARC LENGTH OF 37.35 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 4081 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

CH LAND SURVEYING INC.
5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL 33014
PH(305) 807-8640 FAX: 305 823-9806

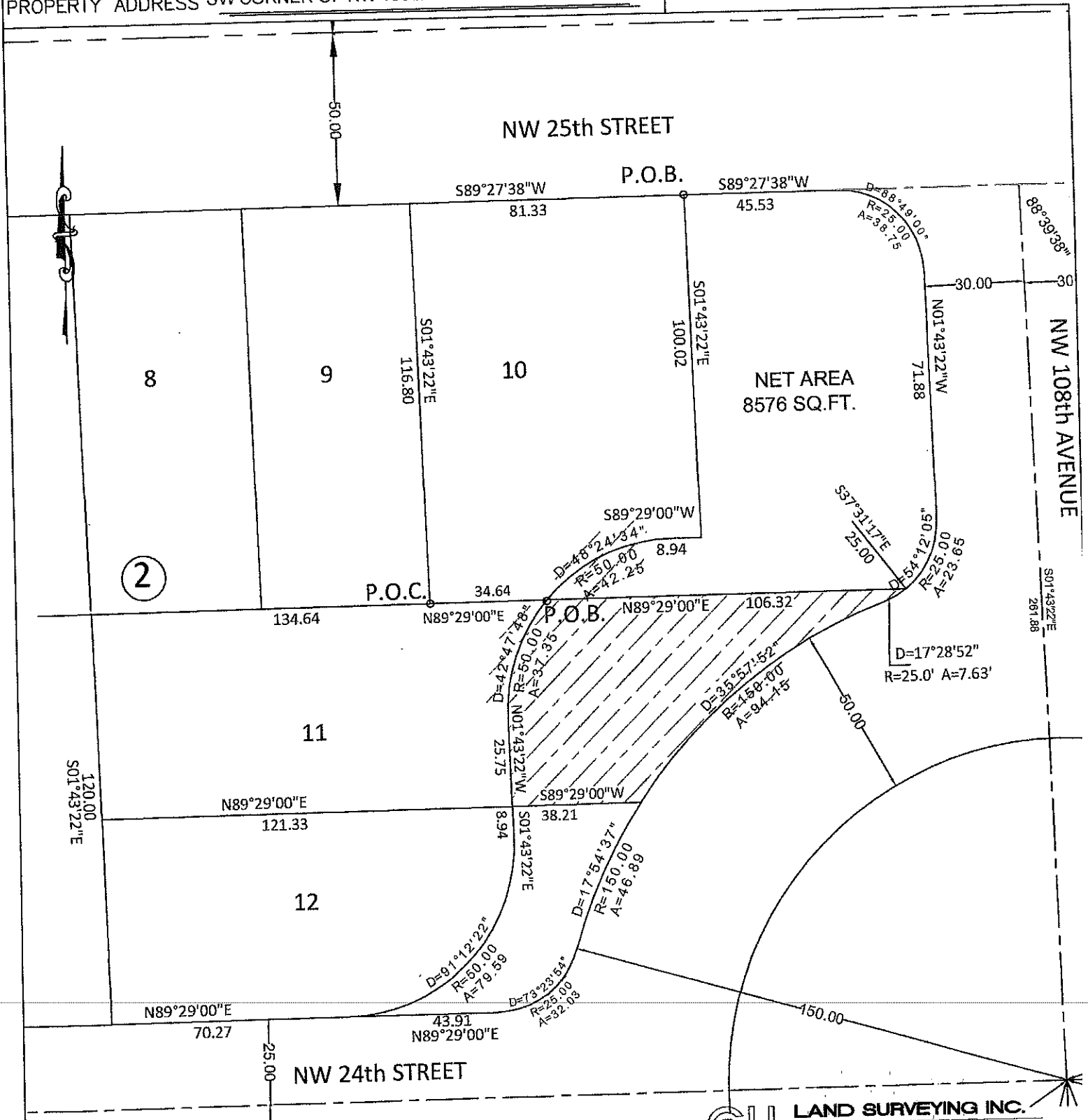


CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

NW COR. NO. 2

PROPERTY ADDRESS SW CORNER OF NW 108th AVENUE & NW 25th STREET



SKETCH OF DESCRIPTION

SCALE 1" = 40

P.O.C. = POINT OF COMMENCE
P.O.B. = POINT OF BEGINNING

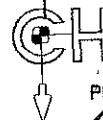
JOB NO: CH-015010-Lot 11 BLOCK 2

DATE: 5/25/2015

PAGE 2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY



LAND SURVEYING INC.

5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL 33014
PH(305) 807-8640 FAX: 305 823-9806

CARLOS A. HERNANDEZ

LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS 10800 NW 25th STREET, SWEETWATER, FL. 33172

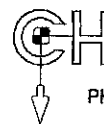
LAND REVERSION LEGAL DESCRIPTION

LOT 10 BLOCK 2 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT EAST OF LOT 10 BLOCK 2 OF SAID PLAT. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, BLOCK 2; THENCE S1°43'22"E ALONG OF THE EAST LINE OF SAID LOT 10 A DISTANCE OF 100.02 FEET; THENCE S89°29'00"W 8.94 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 48°24'34"; THENCE SOUTHWESTERLY ALONG OF SAID CURVE AN ARC LENGTH OF 42.25 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 10; THENCE ALONG THE EXTENSION EAST OF THE SOUTH LINE OF SAID LOT 10 N89°29'00"E 106.32 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 54°12'05" A RADIAL BEARING S37°31'17"E FROM THE CENTER OF THE CURVE; THENCE NORTHEASTERLY ALONG OF SAID CURVE AN ARC LENGTH OF 23.65 FEET TO A TANGENT POINT; THENCE ALONG OF A LINE PARALLEL 30 FEET WEST TO THE CENTERLINE OF NW 108 AVENUE N01°43'22"W 71.88 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO NORTHEAST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 88°49'00"; THENCE NORTHWESTERLY ALONG OF SAID CURVE AN ARC LENGTH OF 38.75 FEET TO A TANGENT POINT; THENCE S89°27'38"W 45.53 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 8576 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY



LAND SURVEYING INC.

5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

[Handwritten Signature]

CARLOS A. HERNANDEZ

LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

NW con. NO. 1

This is a detailed plat map of a portion of the NW 1/4 of Section 36, Township 36N, Range 12E. The map shows five lots: Lot 8, Lot 9, Lot 10, Lot 11, and Lot 12. Lot 10 is partially shaded and labeled "NET AREA 8576 SQ. FT.". The map includes NW 25th Street to the north and NW 24th Street to the south. A "P.O.B." (Point of Beginning) is marked on the north boundary of Lot 10. The map shows various boundary measurements, including bearings and distances, and a "P.O.B." (Point of Beginning) is marked. A north arrow is located in the upper left corner.

Lot 8: Located on the west side of the section. Its east boundary is 120.00' long, bearing S01°43'22"E. Its north boundary is 50.00' long, bearing S89°27'38"W. Its south boundary is 70.27' long, bearing N89°29'00"E. Its west boundary is 120.00' long, bearing S01°43'22"E.

Lot 9: Located between Lot 8 and Lot 10. Its east boundary is 116.80' long, bearing S01°43'22"E. Its north boundary is 50.00' long, bearing S89°27'38"W. Its south boundary is 121.33' long, bearing N89°29'00"E. Its west boundary is 134.64' long, bearing N89°29'00"E.

Lot 10: Located between Lot 9 and Lot 11. Its north boundary is 81.33' long, bearing S89°27'38"W. Its east boundary is 100.02' long, bearing S01°43'22"E. Its south boundary is 106.32' long, bearing N89°29'00"E. Its west boundary is 134.64' long, bearing N89°29'00"E. A portion of this lot is shaded and labeled "NET AREA 8576 SQ. FT.". The shaded area is bounded by a curve with a radius of 80.00' and a central angle of 48°24'34". The unshaded portion of Lot 10 is bounded by a curve with a radius of 50.00' and a central angle of 17°28'52".

Lot 11: Located between Lot 10 and Lot 12. Its north boundary is 106.32' long, bearing N89°29'00"E. Its east boundary is 50.00' long, bearing S89°29'00"W. Its south boundary is 121.33' long, bearing N89°29'00"E. Its west boundary is 134.64' long, bearing N89°29'00"E.

Lot 12: Located on the south side of the section. Its north boundary is 121.33' long, bearing N89°29'00"E. Its east boundary is 150.00' long, bearing S89°29'00"W. Its south boundary is 70.27' long, bearing N89°29'00"E. Its west boundary is 120.00' long, bearing S01°43'22"E.

Other Features: A north arrow is located in the upper left corner. A "P.O.B." (Point of Beginning) is marked on the north boundary of Lot 10. The map shows various boundary measurements, including bearings and distances, and a "P.O.B." (Point of Beginning) is marked.

SCALE 1" = 40

JOB NO: CH-015010-LOT10 BLOCK 2
DATE: 5/25/2015
PAGE 2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY

Diagram showing a CH group with a downward arrow pointing to it, labeled PH.

LAND SURVEYING INC.

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MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

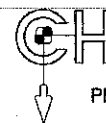
CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS 10805 NW 23 STREET, SWEETWATER, FL. 33172

LAND REVERSION LEGAL DESCRIPTION

LOTS 9 THRU 12 INCLUSIVE, BLOCK 3 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT EAST OF LOTS 9 AND 10, BLOCK 3 OF SAID PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9, BLOCK 3 OF SAID PLAT BOOK 48, PAGE 58 OF "HAMPTON PARK"; THENCE N89°29'00"E 34.56 FEET TO A POINT IN A CURVE BEARING S54°58'25"W FROM THE CENTER OF SAID CURVE HAVING A RADIUS OF 150 FEET A CENTRAL ANGLE OF 38°22'43": THENCE ALONG THE ARC OF SAID CURVE 100.47 FEET TO A REVERSE CURVE CONCAVE TO NORTHEAST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 71°40'56", AN ARC LENGTH OF 31.28 FEET TO A TANGENT POINT; THENCE S1°43'22"E 72.68 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 91°12'22", AN ARC LENGTH OF 38.80 FEET, TO A TANGENT POINT; THENCE S89°29'00"W 35.52 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO EAST BEARING S00°31'00"E FROM THE CENTER OF THE CURVE HAVING A RADIUS OF 50 FEET A CENTRAL ANGLE OF 180°00'00"; THENCE ALONG THE ARC OF SAID CURVE 157.08 FEET TO A TANGENT POINT: THENCE S89°29'00"W 71.00 FEET; THENCE N 1°43'22"W 79.97 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 8381 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION**THIS IS NOT A BOUNDARY SURVEY****LAND SURVEYING INC.**

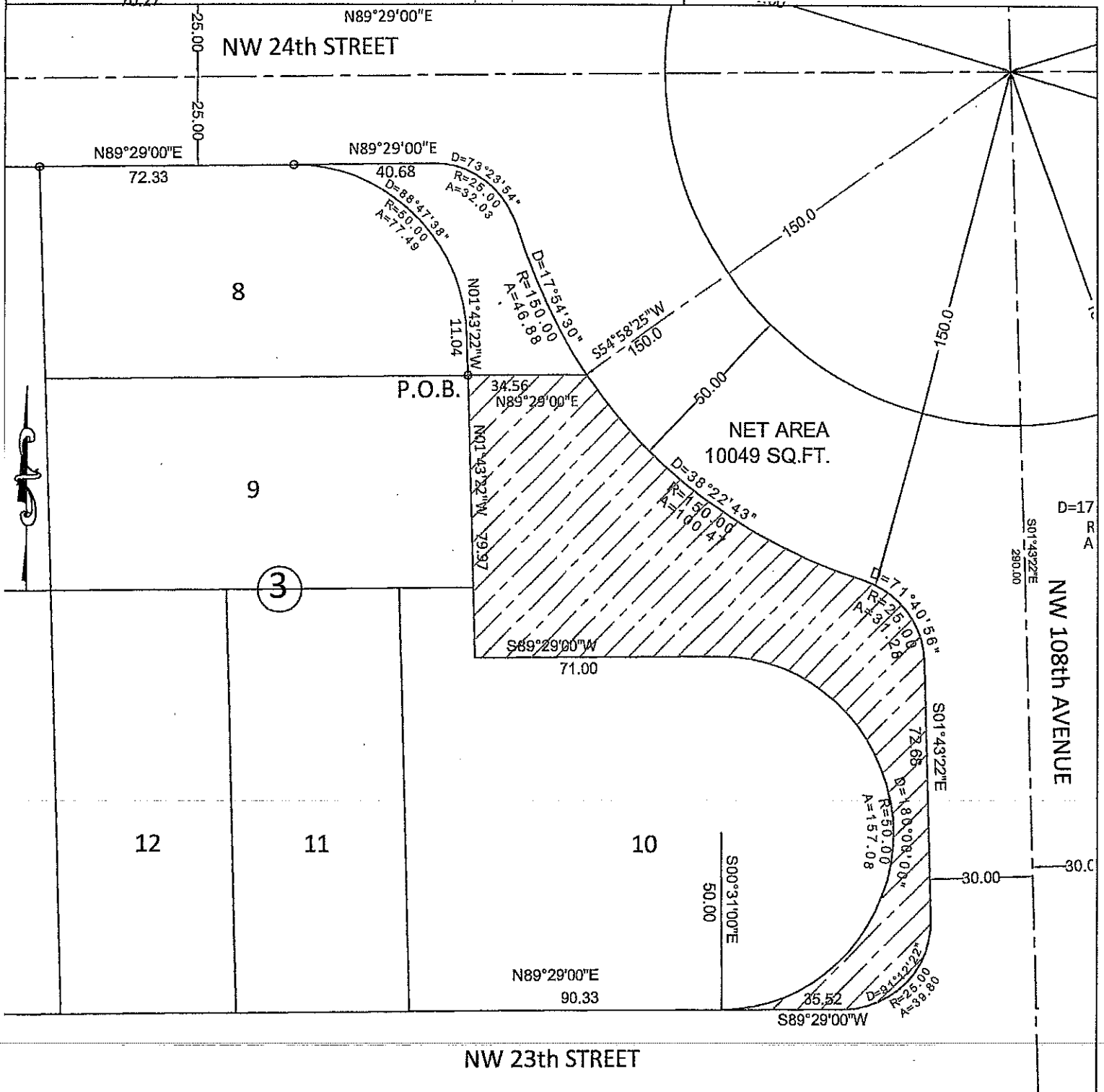
5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER NO. 5718
STATE OF FLORIDA

SKETCH. *How* ACCOMPANY A LEGAL DESCRIPTION

SW COR. 110-2

PROPERTY ADDRESS 10805 NW 23 STREET, SWEETWATER, FL. 33172



SKETCH OF DESCRIPTION

SCALE 1" = 40

P.O.B.= POINT OF BEGINNING

JOB NO: CH-015010-LOT 9, 10, 11 AND 12 BLOCK 3

DATE: 2/2/2015

PAGE 2 OF 2

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FLORIDA LICENSED SURVEYOR AND MAPPER

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LAND SURVEYING INC.

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MIAMI LAKES, FL 33014
PH(305) 807-8640 FAX: 305 823-9806

[Signature]

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS _____ FOLIO: 25-3031-001-0190 (VACANT LOT)

LAND REVERSION LEGAL DESCRIPTION

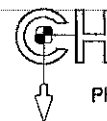
LOT 18 BLOCK 1 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT WEST OF LOT 18 BLOCK 1 OF SAID PLAT. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 18, BLOCK 1; THENCE S01°43'22"E 11.19 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 88°38'19", AN ARC LENGTH OF 77.35 FEET, TO A TANGENT POINT; THENCE S89°38'19"W 40.57 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 73°23'54", AN ARC LENGTH OF 32.03 FEET TO A POINT OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150 FEET, A CENTRAL ANGLE OF 17°55'00", AN ARC LENGTH OF 46.91 FEET TO A POINT ON THE EXTENSION WEST OF THE NORTH LINE OF LOT 18 ; THENCE N89°38'19"E 34.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 1662 SQ.FT MORE OR LESS

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY



LAND SURVEYING INC.

5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

[Handwritten Signature]

CARLOS A. HERNANDEZ

LAND SURVEYOR AND MAPPER, No. 5718
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

NE COR. NO. 3

LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS _____ FOLIO: 25-3031-001-0180 (VACANT LOT)

LAND REVERSION LEGAL DESCRIPTION

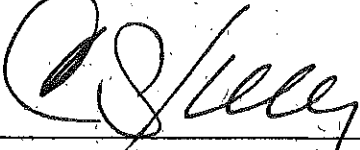
LOT 19 BLOCK 1 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT WEST OF LOT 19 BLOCK 1 OF SAID PLAT. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 19, BLOCK 1; THENCE N01°43'22"W 28.05 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 40°10'08", AN ARC LENGTH OF 25.05 FEET, TO A POINT BEARING N48°06'30"E FROM THE CENTER OF SAID CURVE; THENCE S89°38'19"W 104.88 FEET TO A POINT ON A CURVE BEARING S26°02' 30"W FROM THE CENTER OF SAID CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 09°26'48", AN ARC LENGTH OF 4.12 FEET TO A POINT OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150 FEET, A CENTRAL ANGLE OF 38°31'32", AN ARC LENGTH OF 100.86 FEET TO A POINT ON THE EXTENSION WEST OF THE SOUTH LINE OF LOT 19 ; THENCE N89°38'19"E 34.43FEET TO THE POINT OF BEGINNING.
CONTAINING 3806 SQ.FT MORE OR LESS

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

CH LAND SURVEYING INC.
5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806


CARLOS A. HERNANDEZ

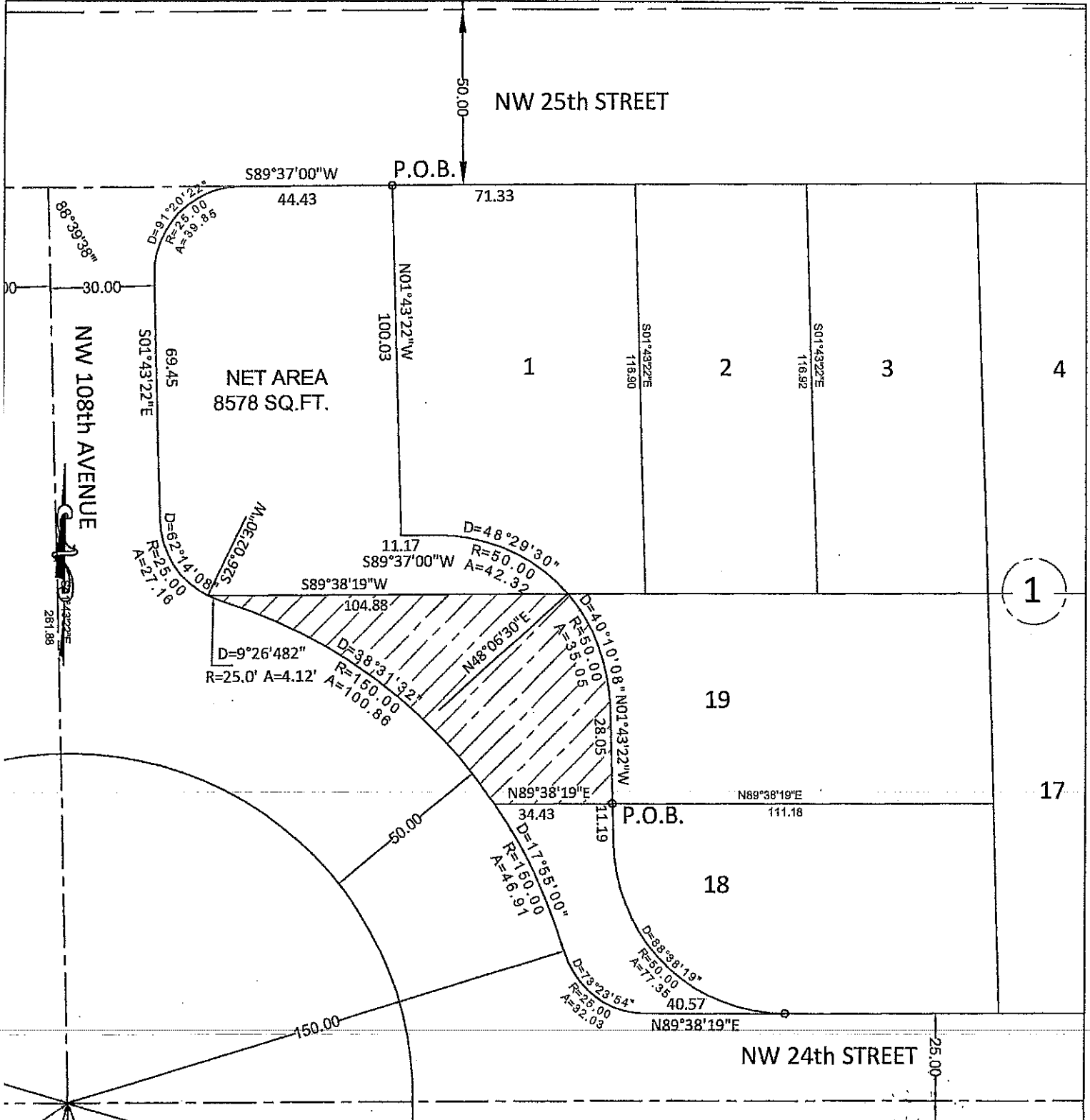
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

NE COR. NO. 2

PROPERTY ADDRESS _____ FOLIO: 25-3031-001-0180 (VACANT LOT)



SKETCH OF DESCRIPTION

SCALE 1" = 40

P.O.B. = POINT OF BEGINNING

JOB NO: CH-015010- LOT 19 BLOCK 1

DATE: 2/2/2015

PAGE 2 OF 2

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[Signature]

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS FOLIO: 25-3031-001-0010 (VACANT LOT)

LAND REVERSION LEGAL DESCRIPTION

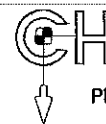
LOT 1 BLOCK 1 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT WEST OF LOT 1 BLOCK 1 OF SAID PLAT. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1; THENCE S89° 37' 00"W ALONG OF THE SOUTH RIGHT OF WAY OF NW 25th STREET 44.43 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 91°20'22", AN ARC LENGTH OF 39.85 FEET, AND BEING TANGENT TO A LINE 30 FEET PARALLEL EAST TO THE CENTERLINE OF NW 108th AVENUE ; THENCE S01°43'22"E 69.45 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 62°14'08", AN ARC LENGTH OF 27.16 FEET, TO A POINT BEARING S26°02'30"W FROM THE CENTER OF SAID CURVE; THENCE N89°38'19"E 104.88 FEET TO A POINT ON A CURVE BEARING N48°06'30"E FROM THE CENTER OF SAID CURVE CONCAVE TO NORTHEAST HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 48°29'30"; THENCE NORTHWESTERLY ALONG OF SAID CURVE AN ARC LENGTH OF 42.32 FEET TO A TANGENT POINT; THENCE S89°37'00"W 11.17 FEET; THENCE N01°43'22"W 100.03 FEET; TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 8578 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION

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MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

[Handwritten Signature]

CARLOS A. HERNANDEZ

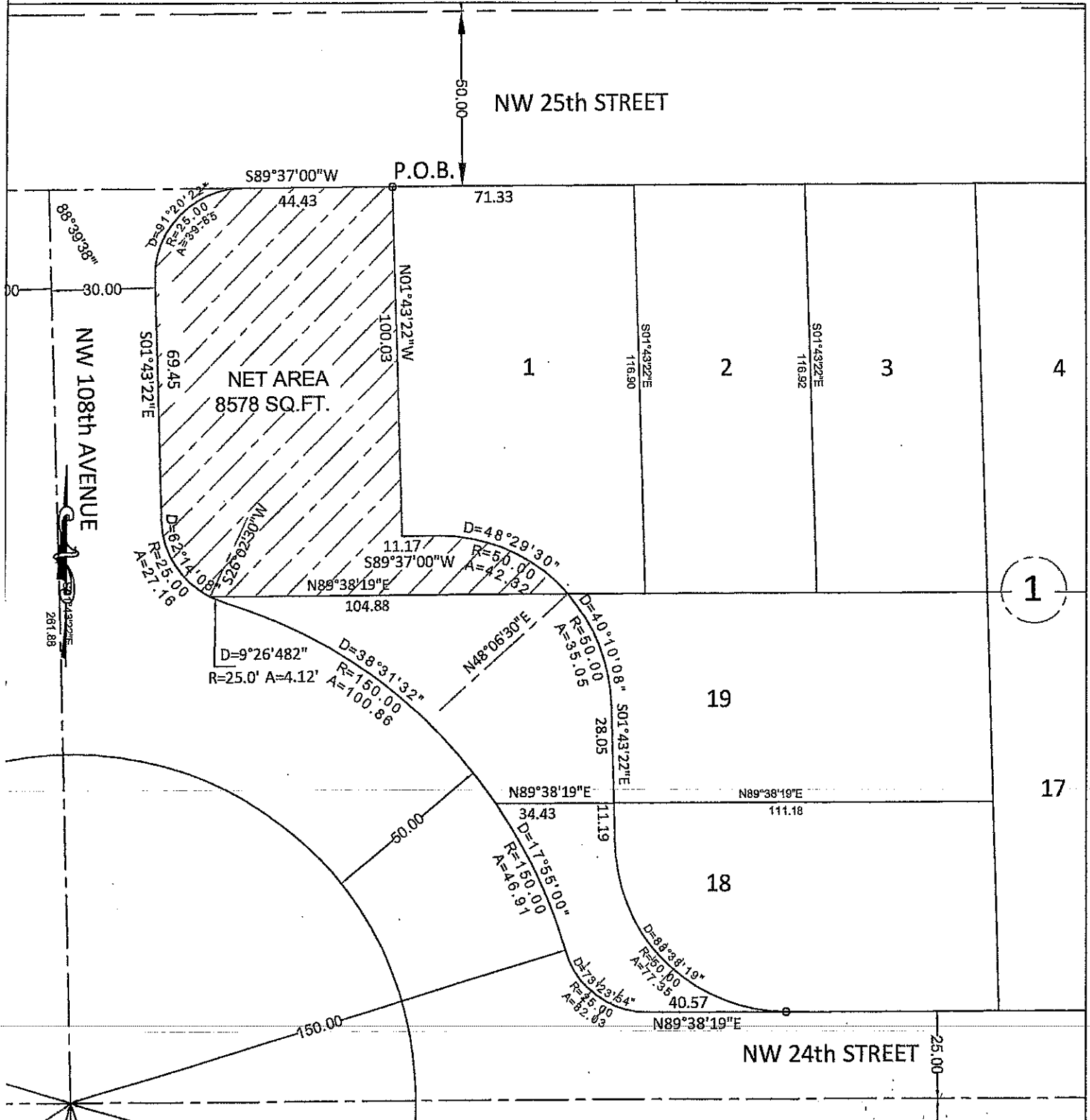
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

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FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

NE COR 40.1

PROPERTY ADDRESS FOLIO: 25-3031-001-0010 (VACANT LOT)



SKETCH OF DESCRIPTION

SCALE 1" = 40

P.O.B.= POINT OF BEGINNING

JOB NO: CH-015010-LOT 1 BLOCK 1

DATE: 2/2/2015

PAGE 2 OF 2

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FLORIDA LICENSED SURVEYOR AND MAPPER

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LAND SURVEYING INC.

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MIAMI LAKES, FL 33014
PH(305) 807-8640 FAX: 305 823-9806

CARLOS A. HERNANDEZ

LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS _____ FOLIO: 25-3031-001-0570 (VACANT LOT)

LAND REVERSION LEGAL DESCRIPTION

LOT 1 BLOCK 4 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT WEST OF LOT 1 BLOCK 4 OF SAID PLAT, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 BLOCK 4 OF SAID PLAT BOOK 48 ,PAGE 58 OF "HAMPTON PARK"; THENCE S89°38'19"W 59.98 FEET TO A TANGENT POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'00"W ALONG OF THE SOUTH RIGHT OF WAY OF NW 24th STREET 44.14 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 73°23'54", AN ARC LENGTH OF 32.03 FEET TO A REVERSE CURVE CONCAVE TO SOUTHEAST, HAVING A RADIUS OF 150 FEET, A CENTRAL ANGLE OF 17°52'46", AN ARC LENGTH OF 46.81 FEET TO A POINT ON THE EXTENSION WEST OF SOUTH LINE OF LOT1; THENCE N89°38'19"E 38.42 FEET ALONG OF SAID SOUTH LINE ; THENCE N1°43'22"W 8.74 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 91°21'41", AN ARC LENGTH OF 79.73 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1875 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION**THIS IS NOT A BOUNDARY SURVEY****LAND SURVEYING INC.**

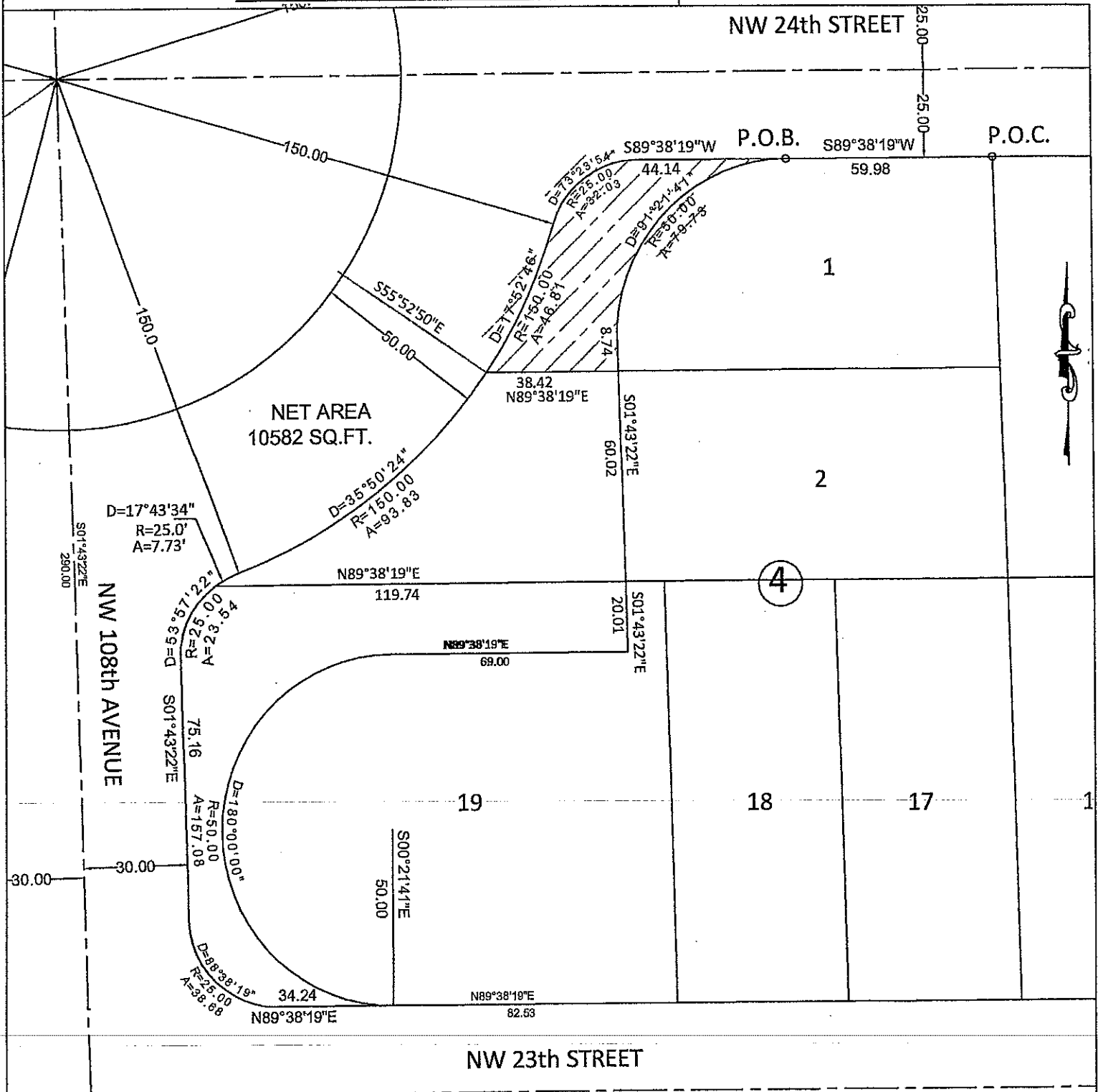
5951 N.W. 151 STREET Suite 210
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CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

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SE COR. Nov 1

FOLIO: 25-3031-001-0570 (VACANT LOT)



SCALE 1" = 40

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LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

SE COR. HA 3

PROPERTY ADDRESS _____ FOLIO: 25-3031-001-0750 (VACANT LOT)

LAND REVERSION LEGAL DESCRIPTION

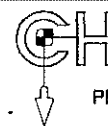
LOT 19 BLOCK 4 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT EAST OF LOT 19 BLOCK 4 OF SAID PLAT, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 19 BLOCK 4 OF SAID PLAT BOOK 48 AT PAGE 58 "HAMPTON PARK", THENCE S89°38'19"W 82.53 FEET TO THE POINT OF BEGINNING TO A TANGENT POINT OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 25 FEET A CENTRAL ANGLE OF 88°38'19" AN ARC DISTANCE OF 38.68 FEET; THENCE N01°43'22"W 75.16 FEET TO A TANGENT POINT OF A CURVE CONCAVE TO NORTHWEST HAVING A RADIUS OF 25 FEET A CENTRAL ANGLE OF 1°02'17" AN ARC DISTANCE OF 0.45 FEET TO A POINT; THENCE N89°38'19"E 61.03 FEET TO A TANGENT POINT OF A CURVE CONCAVE WEST HAVING A RADIUS OF 50 FEET A CENTRAL ANGLE OF 180° TO A POINT BEARING N00°21'41"W FROM THE CENTER OF THE CURVE THENCE ALONG THE CURVE 157.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1931 SQ. FT. MORE OR LESS

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY



LAND SURVEYING INC.

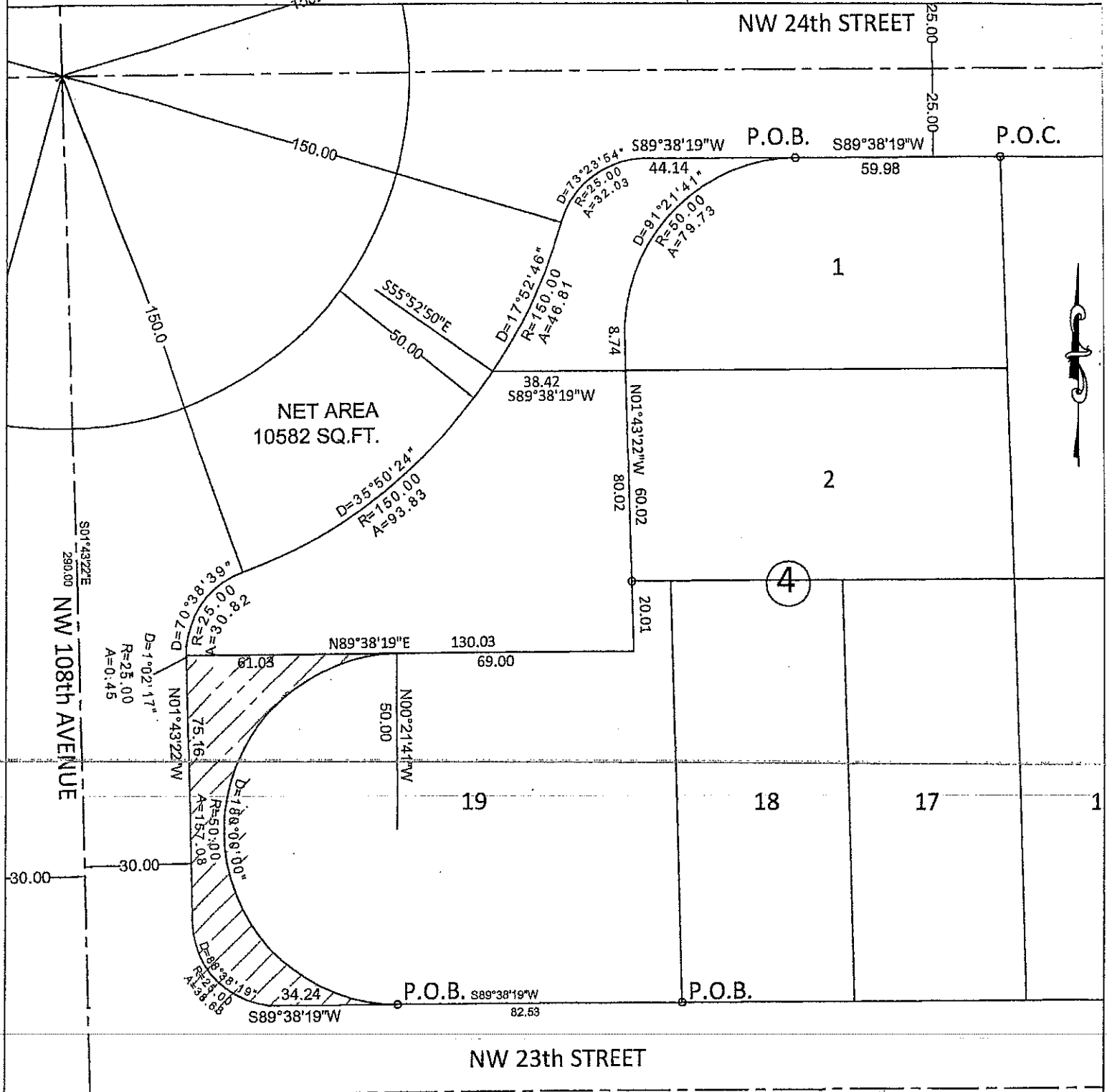
5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

SE COR. NO. 3

FOLIO: 25-3031-001-0750 (VACANT LOT)



SCALE 1" = 40

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FLORIDA LICENSED SURVEYOR AND MAPPER

FLORIDA LICENSED SURVEYOR AND MAPPER
THIS IS NOT A BOUNDARY SURVEY

Diagram illustrating the relationship between the 'C' in 'CH' and the 'C' in 'CH'.

PH(305) 807-8640 FAX: 305 823-9806

LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

PROPERTY ADDRESS _____ FOLIO: 25-3031-001-0580 (VACANT LOT)

LAND REVERSION LEGAL DESCRIPTION

LOT 2 BLOCK 4 OF "HAMPTON PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND A PORTION OF LAND ADJACENT EAST OF LOT 2 BLOCK 4 OF SAID PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 BLOCK 4 OF SAID PLAT OF "HAMPTON PARK"; THENCE N01°43'22"W 60.02 FEET; THENCE S89°38'19"W 38.42 FEET TO A POINT ON A CURVE CONCAVE TO SOUTHWEST BEARING S55°52'50"E FROM THE CENTER OF SAID CURVE, HAVING A RADIUS OF 50 FEET, A CENTRAL ANGLE OF 35°50'24"; THENCE SOUTHWESTERLY ALONG OF SAID CURVE AN ARC LENGTH OF 93.83 FEET TO A REVERSE CURVE CONCAVE TO NORTHWEST, HAVING A RADIUS OF 25.00 FEET AN CENTRAL ANGLE OF 70°38'37" THENCE ALONG THE ARC OF SAID CURVE SOUTHWESTERLY 30.82 FEET TO A POINT ; THENCE N89°38'19"E 130.03 FEET; THENCE N01°43'22"E 20.01 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 6777 SQ. FT. MORE OR LESS.

LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

CH LAND SURVEYING INC.
5951 N.W. 151 STREET Suite 210
MIAMI LAKES, FL. 33014
PH(305) 807-8640 FAX: 305 823-9806

CH

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

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FLORIDA LICENSED SURVEYOR AND MAPPER

56 cor. 20.2

SCALE 1" = 40

PAGE 2 OF 2

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FLORIDA LICENSED SURVEYOR AND MAPPER

FLORIDA LICENSED SURVEYOR AND MAPPER
THIS IS NOT A BOUNDARY SURVEY

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CARLOS A. HERNANDEZ

LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

Resolution _____

**A RESOLUTION OF THE MAYOR AND THE CITY
COMMISSION OF THE CITY OF SWEETWATER
ADOPTING CONTRACT WITH ECOSTRATA FOR
PROVISION OF GRANT-WRITING SERVICES;
PROVIDING FOR AUTHORIZATION; AND PROVIDING
FOR EFFECTIVE DATE.**

WHEREAS, Ecostrata's initial contract with West Miami was made available to the City pursuant to §2-234 of the City Code; and

WHEREAS, the City wishes to continue retaining Ecostrata Services, Inc., for the performance of grant-writing services, more particularly set forth in the contract attached hereto and made part hereof;

NOW THEREFORE, be it resolved by the Mayor and the City Commission of the City of Sweetwater:

1. Said contract is hereby approved and adopted by the City. The Mayor and City Clerk are hereby authorized to execute the contract attached hereto.
2. This resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

Passed and adopted on _____.

Attest:

Marie O. Schmidt,
City Clerk

Orlando Lopez,
Mayor

as to form and legal sufficiency



Guillermo Cuadra
City Attorney

Jose M. Diaz,
Commission President

Jose M. Diaz, President of the City Commission
Jose Bergouignan, Vice President of the City Commission
Prisca Barreto, Commissioner
Manuel Duasso, Commissioner
Idania Llanio, Commissioner
Isolina Maroño, Commissioner
Eduardo Suarez, Commissioner

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into as of November 1st, 2015 ("effective date") by and between Ecostrata Services, Inc., a corporation (the "Consultant"), and the City of Sweetwater, Florida, a Florida municipality (the "City," and together with the Consultant, the "Parties").

RECITALS

WHEREAS, the City of Sweetwater is engaged in the business of conducting a municipal government in Miami-Dade County; and

WHEREAS, the City of Sweetwater wishes to engage Ecostrata Services Inc. as an independent contractor for the purpose of providing the professional services (Grant Writing Services to include research, coordinating efforts with the city to identify "Viable Projects", grant writing, and submittal/transmittal, grant consulting services as set forth in herein and made a part hereof (the "Services" – Attachment A) on the terms and conditions set forth below; and

WHEREAS, the City of Sweetwater wishes to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

(a) Of the Consultant. Ecostrata Services, Inc. agrees to do each of the following:

- A. Perform the Services outlined in Attachment A.
- B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
- C. Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.

(b) Of the City. The City of Sweetwater agrees to do each of the following:

- A. Engage Consultant as an independent contractor to perform Grant Services as set forth in this Agreement.

- B. Provide relevant information to assist the Consultant with the performance of the Services.
- C. Satisfy all of the Consultant's reasonable requests for assistance in its performance of the Services.
- D. Provide electronic copies of previous related applications, letters or other documents that might assist Consultant in doing his work.

2. NATURE OF RELATIONSHIP.

Independent Contractor Status. The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the City of Sweetwater. The City shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

3. COMPENSATION.

- (a) Terms and Conditions. The City shall pay the Consultant in accordance with the terms and conditions set forth herein.
- (b) Amount and Timing of Payment. Payment shall become due to Ecostrata Services, Inc. at a rate of \$1,750.00 per month for 12 months, commencing on November 1st, 2015 through September 30th, 2016 (end of City's Fiscal Year), and upon receipt of monthly retainer invoice.
- (c) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The City of Sweetwater shall have no obligation to pay or withhold any sums for such taxes.
- (d) Expenses. The Consultant is responsible for all normal expenses related to, copying and preparation of applications. Any fees related to submission of applications or costs associated with mass production of marketing materials will be the responsibility of the City to reimburse Consultant for same.

4. WORK FOR HIRE.

The Consultant expressly acknowledges and agrees that any work prepared by the Consultant under this Agreement shall be considered "work for hire" and the exclusive property of the City of Sweetwater unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Consultant hereby assigns to the City of Sweetwater all of its right, title, and interest in and to such work. The Consultant shall execute and deliver to the City any instruments of transfer and take such other action that the City may reasonably request, including, without limitation, executing and filing, at the City's expense, copyright applications, assignments, and other documents required for the protection of the rights to such materials.

5. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Consultant hereby warrants to the City that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Consultant is free to engage in other independent contracting activities; provided, however, that Consultant shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the City pursuant to this Agreement.

6. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

This Agreement shall be made part of the Permanent Resolution File kept by the Records Custodian of the City of Sweetwater and shall accompany said Resolution as an Exhibit to the Resolution.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**CITY OF
SWEETWATER:**

By: _____
Name: Orlando Lopez
Title: Mayor

CONSULTANT:

Ecostrata Services, Inc.

By: _____
Name: Robert Ruano
Title: President

ATTACHMENT A

Services

**Robert Ruano
Ecostrata Services, Inc.**

Scope of Work:

- 1. Research websites and other relevant media for grant opportunities for the City.**
- 2. Meet with Mayor or designated subject matter experts as necessary to discuss funding needs and better understand client needs/services.**
- 3. Prepare and submit _____ grant applications or funding requests on behalf of City for fiscal year ending on 9/30/2016 provided the City meets the eligibility requirements for said funding applications.**
- 4. Prepare a spreadsheet with researched funders and determinations.**

RESOLUTION NO. 15 –

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO
EXECUTE A FORBEARANCE AGREEMENT WITH REGIONS
BANK; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Resolution No. 3616, passed and adopted by the City on January 9, 2012, the City authorized the issuance of \$3,000,000.00 in Capital Improvement Revenue Notes, Series 2012 (together with the amendments and modifications thereto, the "2012 Note"); and

WHEREAS, on January 13, 2012, as authorized by Resolution No. 3616, the City executed in favor of the Bank that certain Florida Capital Improvement Revenue Note, Series 2012, No. RN- 1 in an amount not to exceed \$3,000,000.00; and

WHEREAS, on January 13, 2012, as authorized by Resolution No. 3616, the City and the Bank executed a Revolving Note Purchase Agreement, whereby the City agreed to sell, and the Bank agreed to purchase, the "2012 Note"; and

WHEREAS, on March 24, 2014, the City and the Bank executed a letter agreement extending the maturity date under the "2012" Note from March 1, 2012 to May 1, 2014; and

WHEREAS, on May 5, 2014, pursuant to Resolution No. 3882, the City authorized the extension of the maturity date of the "2012 Note" to September 14, 2014 and the reduction of the maximum principal amount under the "2012 Note" from \$3,000,000.00 to \$2,000,000.00; and

WHEREAS, on May 28, 2014, pursuant to Resolution No. 3616 and Resolution No. 3882, the City executed in favor of the Bank that certain Florida Capital

Improvement Revenue Note, Series 2012, No. RN-2 in an amount not to exceed \$2,000,000.00; and

WHEREAS, on October 6, 2014, pursuant to Resolution No. 3942, the City authorized the extension of the maturity date of the Series 2012 Note to September 1, 2015; and

WHEREAS, on October 27, 2014, pursuant to Resolution No. 3942, the City executed in favor of the Bank that certain Florida Capital Improvement Revenue Note, Series 2012, No. RN-3 in an amount not to exceed \$2,000,000.00; and

WHEREAS, on August 14, 2015, the City and the Bank executed a letter agreement extending the maturity date under the 2012 Note from September 1, 2015 to November 1, 2015; and

WHEREAS, the "2012 Note" matured on November 1, 2015; and

WHEREAS, the City failed to pay the principal and interest amounts due under the "2012 Note" as of the November 1, 2015 maturity date; and

WHEREAS, on November 2, 2015, the Bank served a default letter upon the City based on its failure to pay the Bank the amounts owed under the "2012 Note" by the maturity date and based on the City having sent the State of Florida a report and suggestion of financial emergency pursuant to § 218.503, Fla. Stat.; and

WHEREAS, the default letter demanded payment in full on or before November 7, 2015; and

WHEREAS, at the City's request, the Bank has agreed to forbear from exercising its rights and remedies under the Loan Documents as provided in the

Forbearance Agreement, subject to and in accordance with the terms and conditions set forth therein.

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. Both the recitals above and the Forbearance Agreement attached hereto are incorporated herein.

Section 2. The City Commission authorizes the Mayor to execute the Forbearance Agreement with Regions Bank with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney.

Section 3. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of ____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT
PRISCA BARRETO, COMMISSIONER
MANUEL DUASSO, COMMISSIONER
IDANIA LLANIO, COMMISSIONER
ISOLINA MAROÑO, COMMISSIONER
EDUARDO M. SUAREZ, COMMISSIONER

WINDERWEEDLE, HAINES,
WARD & WOODMAN, P.A.

ATTORNEYS AT LAW
MAIN TELEPHONE (407) 423-4246
WWW.WHWW.COM

Please Reply To:
Orlando Office

J. Jeffrey Deery
Direct Dial: (407) 246-8669
E-mail: jdeery@whww.com

October 30, 2015

Via Electronic Mail and U.S. Mail

Ralph Ventura
Chief of Staff
City of Sweetwater - City Hall
500 S.W. 109 Ave.
Sweetwater, FL 33174
rventura@cityofsweetwater.fl.gov

Re: Regions Bank in re: City of Sweetwater

Mr. Ventura:

Thank you for your email of October 21, 2015, wherein you forwarded Mayor Lopez's offer to resolve the upcoming Series 2012 Note maturity and default. That offer is rejected. In response, Regions Bank ("Bank") makes the following best and final offer, for which time is of the essence:

- The City of Sweetwater ("City") will make a payment to Regions Bank of \$340,000 on or before December 31, 2015 (the "Initial Payment"). The Initial Payment will be applied in accordance with the terms of the applicable loan documents between the parties (the "Loan Documents") to reduce the City's debt to the Bank;
- Prior to receipt of the Initial Payment, Regions Bank shall file a civil lawsuit seeking a writ of mandamus against the City based on the default. However, so long as the terms of the settlement are met, the Bank will forbear from seeking entry of a judgment granting the writ of mandamus, and the lawsuit will be abated;
- Upon receipt of the Initial Payment, the parties will execute a forbearance agreement (the "Forbearance Agreement") with an effective date of November 1, 2015, and a forbearance period of twelve (12) months (the "Forbearance Period"). The Forbearance Agreement will be drafted by the Bank's legal counsel and will contain the standard terms and conditions found in the Bank's forbearance agreements, including, without limitation, representations and warranties from the City, default provisions, and a jury trial waiver;

October 30, 2015

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- Under the terms of the Forbearance Agreement, the Bank will forbear from collection of the amount owed under the Series 2012 Note, less application of the Initial Payment (the remainder defined herein as the "Debt") for twelve (12) months. During the Forbearance Period, the Debt will accrue interest at a rate of thirteen and a half percent (13.5%) per annum. However, if, and only if, the Debt is satisfied in full prior to the expiration of the Forbearance Period, then 13.5% interest will be waived by the Bank, and the Bank will instead collect interest at a variable interest rate of LIBOR plus 200 basis points with an interest rate floor of 3.5% per annum at the time the Debt is satisfied. Further, during the Forbearance Period, the City shall continue to make monthly interest-only payments to the Bank;
- The City shall provide the Bank a legal description of the property in the City's northern district which the City promises to sell to satisfy the Debt (the "Property"). The City will also provide the Bank with a title report and any appraisals relating to the Property. The City will agree to list the Property at a price sufficient to satisfy the Debt, including satisfaction of any prior encumbrances listed on the title report as of the date of closing;
- Further, as a condition of forbearance pertinent to the City's ability to service its remaining obligation to the Bank, the City shall provide the Bank additional information, including, without limitation, the following: the proposed (or final, if approved) 2015/2016 City Budget specifically detailing the monies securing the other loans in this relationship and, in particular, the Half Cent Sales Tax Increase and the Entitlement monies from the State of Florida under the 1972 Act. The City shall include budgeted revenues for each of these items, a detailing of any other obligations that these funds are pledged for, the expense budget for the debt service for these loans, and an overall cash flow projection for 2015/2016.
- The City and the Buyer will provide Regions Bank with a "Letter of Protection" stating that Regions Bank will be advised of any contract for sale of the Property immediately upon its execution. Further, the Bank will be listed on the HUD-1 closing statement as the party entitled to receive proceeds from the sale of the Property, less satisfaction of any prior recorded encumbrances, brokers fees, and other closing costs, to be approved by the Bank in advance. At the closing of the sale of the Property, the Bank shall be paid as represented in the protection letter and on the HUD-1 closing statement;
- If the Debt is not satisfied at the expiration of the Forbearance Period, then the Bank shall be entitled to immediate entry of a writ of mandamus in the lawsuit, which writ is to be entered with the consent of the City;

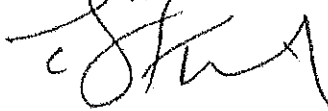
October 30, 2015

Page 3

- During the Forbearance Period, none of the repayment sources which presently serve as the Bank's collateral for the Debt as identified in the Loan Documents (such as proceeds from grants) shall be depleted, diverted, or otherwise used for any purpose other than as for repayment of the Debt to the Bank. The City agrees to make full and complete disclosure to the Bank as to the status of those funds during the Forbearance Period;
- The Forbearance Agreement shall become effective upon the Bank's receipt of the Initial Payment and approval of the Forbearance Agreement by the Mayor and the City Council.

Mr. Ventura, nothing herein shall be deemed a waiver of the Bank's rights under the terms of the loan documents, at law, or at equity. Please confirm that the Mayor is willing to go forward under the terms set forth above. If so, then I will seek senior Bank management's approval of these terms and, if so approved, the Bank's counsel will begin drafting appropriate documentation. Time is of the essence, given the impending bond default by the City.

Sincerely,



For: J. Jeffrey Deery

JJD/feb

cc: Chris Haggerty

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT ("Agreement") is made and entered into December ____, 2015 (the "Execution Date"), with an effective date of November 1, 2015 (the "Effective Date"), by and among CITY OF SWEETWATER, FLORIDA, a Florida municipal corporation (the "City"), whose mailing address is City of Sweetwater – City Hall, 500 S.W. 109 Ave. Sweetwater, FL 33174, Attn: Mayor, and REGIONS BANK, an Alabama state banking corporation (the "Bank"), whose mailing address is 525 Okeechobee Blvd., Ste 700, West Palm Beach, FL 33401, Attn: Chris D. Haggerty.

RECITALS

A. Pursuant to Resolution No. 3616, passed and adopted by the City on January 9, 2012, the City authorized the issuance of \$3,000,000.00 in Capital Improvement Revenue Notes, Series 2012 (together with the amendments and modifications thereto, the "2012 Note"), for, inter alia, the financing of the costs of street, drainage, and wastewater improvements for the City;

B. On January 13, 2012, as authorized by Resolution No. 3616, the City executed in favor of the Bank that certain Florida Capital Improvement Revenue Note, Series 2012, No. RN-1 in an amount not to exceed \$3,000,000.00;

C. On January 13, 2012, as authorized by Resolution No. 3616, the City and the Bank executed a Revolving Note Purchase Agreement, whereby the City agreed to sell, and the Bank agreed to purchase, the 2012 Note;

D. On March 24, 2014, the City and the Bank executed a letter agreement extending the maturity date under the 2012 Note from March 1, 2012 to May 1, 2014;

E. On May 5, 2014, pursuant to Resolution No. 3882, the City authorized the extension of the maturity date of the 2012 Note to September 14, 2014 and the reduction of the maximum principal amount under the 2012 Note from \$3,000,000.00 to \$2,000,000.00;

F. On May 28, 2014, pursuant to Resolution No. 3616 and Resolution No. 3882, the City executed in favor of the Bank that certain Florida Capital Improvement Revenue Note, Series 2012, No. RN-2 in an amount not to exceed \$2,000,000.00;

G. On October 6, 2014, pursuant to Resolution No. 3942, the City authorized the extension of the maturity date of the Series 2012 Note to September 1, 2015. Resolution No.

3616, Resolution No. 3882, and Resolution No. 3942 are collectively referred to as the "Resolutions";

H. On October 27, 2014, pursuant to Resolution No. 3942, the City executed in favor of the Bank that certain Florida Capital Improvement Revenue Note, Series 2012, No. RN-3 in an amount not to exceed \$2,000,000.00;

I. On August 14, 2015, the City and the Bank executed a letter agreement extending the maturity date under the 2012 Note from September 1, 2015 to November 1, 2015;

J. As set forth above, by the terms of the Resolutions, notes, and extensions (together with all other all other documents, instruments, resolutions and agreements executed in connection therewith, collectively, the "Loan Documents"), the 2012 Note matured on November 1, 2015;

K. The City failed to pay the principal and interest amounts due under the 2012 Note as of the November 1, 2015 maturity date, which payment failure is a default under the Loan Documents;

L. On November 2, 2015, the Bank served a default letter ("Default Letter") upon the City based on its failure to pay the Bank the amounts owed under the 2012 Note by the maturity date and based on the City having sent the State of Florida a report and suggestion of financial emergency pursuant to § 218.503, Fla. Stat.;

M. The Default Letter demanded payment in full on or before November 7, 2015;

N. Despite the Bank's demand, the City has made no repayment, and the full amount owed to the Bank remains outstanding (the "Existing Default");

O. The City acknowledges that it has received proper notice of the Existing Default which has not been timely cured, and, as such, the City has requested that the Bank forbear from exercising certain rights available to the Bank under the Loan Documents and applicable law;

P. At the City's request, the Bank has agreed to forbear from exercising its rights and remedies under the Loan Documents during the Forbearance Period (as that term is defined in **Section 3** below), subject to and in accordance with the terms and conditions set forth in this Agreement; and

Q. The Bank and the City acknowledge that execution of this Agreement does not constitute a cure of any default, known or unknown, including the Existing Default, under the Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth below, the City and the Bank hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined herein shall have the same meaning as set forth in the Loan Documents.

2. Conditions Precedent. Unless waived in writing by the Bank, it shall be conditions precedent to the effectiveness of this Agreement that: (i) the Bank shall have received and approved, as applicable and at the Bank's request, the City's authorizing resolutions, as applicable, related to this Agreement in form and substance reasonably satisfactory to the Bank and its counsel on or before the Execution Date, (ii) the Bank shall have received a binding resolution passed by the City's Commissioners and approved by the City's Mayor (the "Authorizing Resolution"), which Authorizing Resolution binds the City to the terms of this Agreement on or before the Execution Date, and (iii) the City pays, and the Bank receives, the Initial Payment (defined below).

3. Forbearance Period and Interest Rate. Beginning on the Effective Date, and continuing through the earlier to occur of (a) 5 p.m. on October 31, 2016, or (b) the date of any default under the Loan Documents or this Agreement, other than the Existing Default (hereafter, an "Additional Default") (such period being hereinafter referred to as the "Forbearance Period"), the Bank shall forbear from further exercising its available rights and remedies under the Loan Documents, including collection of the amounts owed under the 2012 Note, less application of the Initial Payment (the remainder defined herein as the "Debt"), provided that all of the conditions set forth in **Section 4** below (collectively, the "Forbearance Conditions") are and remain fully satisfied at all times and in all respects. During the Forbearance Period, the City will make monthly interest only payments to the Bank at the current rate of interest under the Loan Documents, i.e., a variable interest rate of LIBOR plus 200 basis points with an interest rate floor of 3.5% per annum. However, if the Debt is not satisfied in full prior to the expiration of the Forbearance Period, then the default rate of interest, i.e., 13.5% per annum (the "Default Rate") from the Effective Date of this Agreement through the expiration of the Forbearance

Period will be added to the Debt, and, thereafter, the Debt will accrue interest at the Default Rate.

4. Forbearance Conditions. The following conditions are collectively called the "Forbearance Conditions":

(a) The City timely and fully performs all of its respective obligations under this Agreement, strictly in accordance with the provisions of this Agreement;

(b) The City performs all of its respective obligations under the Loan Documents, the foregoing notwithstanding, in the event of a conflict between the obligations of the Loan Documents and this Agreement, the obligations of this Agreement control;

(c) The City provides the Bank with all financial and other information, including title reports, regarding the Property (defined below) and regarding the City's financial condition no later than seven (7) days after written request from the Bank;

(d) In addition to the financial information set forth above, the City shall provide the Bank (i) the City's proposed (or final, if approved) 2015/2016 budget, which budget shall specifically detail: (A) the monies securing the other City outstanding obligations to the Bank, which include, in particular, the proceeds from the Local Government Half-Cent Sales Tax and the Guaranteed Entitlement monies from the State of Florida under the Revenue Sharing Act of 1972 Act (collectively, the "Proceeds"), (B) the budgeted revenues for each of the foregoing Proceeds, and (C) any other obligations that the foregoing Proceeds are pledged for or to, (ii) the expense budget for the debt service for all City obligations to the Bank, and (iii) the City's overall cash flow projection for 2015/2016;

(e) No Additional Default, as defined in **Section 3** above occurs or exists;

(f) On or before December 31, 2015, the City shall pay the Bank Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00) (the "Initial Payment"), which amount shall be applied to the principal balance owed under the Loan Documents;

(g) The City shall not file, consent to, or participate in (i) any insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization, or other similar case or proceeding in connection therewith, relative to the City, (ii) any assignment for the benefit of creditors or any judicial proceeding requiring a marshalling of assets or liabilities of the City, or (iii) come under the control of a crisis manager pursuant to Chapter 218, Fla. Stat.;

(h) The City shall maintain insurance with respect to the Property, and shall provide the Bank with proof of same no later than seven (7) days after written request from the Bank;

(i) Prior to receipt of the Initial Payment, the City shall accept service of process of a civil lawsuit seeking a writ of mandamus against the City (the "Lawsuit"), which Lawsuit will be filed by the Bank prior to receipt of the Initial Payment, and the City shall consent to the entry of a writ of mandamus in the Lawsuit in the form of **Exhibit "1"** attached hereto (the "Writ of Mandamus"), to be entered if, and only if, the City defaults under this Agreement, as set forth in **Section 6** below. As set forth herein, so long as the terms and conditions of this Agreement are satisfied and no Additional Default exists, the Bank will forbear from seeking entry of the Writ of Mandamus, and the Lawsuit will be abated;

(j) The City shall sell that certain real property, the legal description of which is attached hereto as **Exhibit "2"** (the "Property"), on or before the expiration of the Forbearance Period to satisfy the Debt. The City and shall also provide the Bank with a title report and any appraisals relating to the Property;

(k) The City shall consent to the Bank recording in Miami-Dade County a lis pendens with respect to the Property, will not seek to remove the lis pendens, and agrees that the Lawsuit and this Agreement specifically affects the Property;

(l) The City will list the Property at a price sufficient to satisfy the Debt, including satisfaction of any prior encumbrances listed on the title report, or otherwise, as of the date of closing, and, upon listing the Property for sale, shall provide the Bank the listing agreement;

(m) The City will provide the Bank with a "Protection Letter" stating that the Bank will be advised of any contract for sale of the Property immediately upon its execution and that the sales proceeds are to be held for the benefit of the Bank;

(n) As to the sale of the Property, the Bank will be listed on the HUD-1 closing statement as the party entitled to receive proceeds from the sale of the Property, less satisfaction of any prior recorded encumbrances, and other closing costs, to be approved by the Bank in advance of closing, and, at the closing of the sale of the Property, the Bank shall be paid as represented in the Protection Letter and on the HUD-1 closing statement; and

(o) During the Forbearance Period, none of the repayment sources ("Repayment Sources") which presently serve as the Bank's collateral for the Debt as identified in the Loan Documents (e.g., proceeds from grants) shall be depleted, diverted, or otherwise used for any purpose other than as for service of the Debt to the Bank, and the City agrees to make full and complete disclosure to the Bank as to the status of those Repayment Sources during the Forbearance Period no later than seven (7) days after written request from the Bank.

5. Occurrence of an Additional Default. Unless cured within five (5) business days after the City's receipt of written notice from the Bank, it shall be an Additional Default under this Agreement if: (i) the City fails to timely and continuously satisfy any one of the Forbearance Conditions, (ii) the City defaults under or breaches any term of this Agreement, or (iii) an Event of Default (as defined in the Loan Documents), other than the Existing Defaults, occurs.

6. Stipulation of Remedies Following an Additional Default. Upon the expiration of the Forbearance Period, upon the occurrence of an Additional Default, or if the Debt is not satisfied prior to the expiration of the Forbearance Period, the Bank shall, without further demand or notice, be entitled to pursue any or all of the rights and remedies available under the applicable Loan Documents, specifically including, but without limitation, the entry of the Writ of Mandamus in the Lawsuit, which writ shall be entered with the consent of the City and its legal counsel, and, in addition, the Bank may pursue any other available action against the City for damages for breach of the Loan Documents. In the event of an Additional Default or the failure by the City to satisfy the Debt prior to the expiration of the Foreclosure Agreement, the City does hereby irrevocably and unconditionally consent, stipulate, and agree to the immediate entry of the Writ of Mandamus in favor of the Bank for the balance of the Debt plus any and all reasonable attorneys' fees, costs, and other charges, which amounts shall be determined solely from an affidavit of such amounts executed by any officer of the Bank. All parties do stipulate and agree that the provisions of this **Section 6** are material inducements to the Bank's entering into, and its execution of, this Agreement.

7. Confirmation of Principal Balance. The City and the Bank acknowledge and agree that the outstanding principal balance of the 2012 Note is One Million Eight Hundred Seventy-Four Thousand Seven Hundred Forty-Seven Dollars and 19/100 (\$1,874,747.19) as of the Effective Date, exclusive of accrued and unpaid interest, attorneys' fees, and costs. Notwithstanding anything to the contrary set forth in the any of the Loan Documents, the City shall not be entitled to, and hereby waives, any and all right to receive any additional disbursements under the Loan Documents.

8. Borrower's Representations and Warranties. The City represents, warrants, ratifies, and confirms as follows:

(a) The City is a duly formed municipal corporation, validly in existence under the laws of the State of Florida.

(b) The Loan Documents are in full force and effect, have been duly executed and delivered, and constitute the legal, valid, and binding agreements and obligations of the City, enforceable against the City in accordance with their respective terms.

(c) The City knows of no actions, suits, or proceedings at law or in equity now pending against or affecting the City that would have a material adverse effect on its ability to perform its obligations under this Agreement and/or the Loan Documents, except as disclosed to the Bank in writing. To the best of the City's knowledge, the City is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental agency.

(d) To the best of the City's knowledge, the execution and delivery of this Agreement, the execution, delivery, and recording of certain documents referenced herein, the consummation of the transactions contemplated hereby, and the compliance with the terms and conditions of this Agreement and the terms and conditions of the Loan Documents will not (i) violate any now existing provision of law or any now existing applicable regulation, order, writ, injunction, or decree of any court or governmental agency having jurisdiction, or (ii) conflict or be inconsistent with, or result in any breach of, any of the terms, covenants, conditions or provision of, or constitute a default under, any document, commitment, agreement, or contract of any kind to which the City is a signatory or by which the City may be bound. The City has not and will not enter into any other contract or agreement with any third party which would be in violation of any provision of any of the Loan Documents, without the actual knowledge and written consent of the Bank.

(e) To the best of the City's knowledge, neither this Agreement, the Loan Documents, nor any other document, financial statement, credit information, certificate, or statement furnished to the Bank or the Bank's counsel by or on behalf of the City for purposes of inducing the Bank to enter into this Agreement contains any materially untrue statement or omits to state a fact material to the truth and completeness of any statement made.

(f) Except as otherwise stated herein, the representations and warranties contained in the Loan Documents, as modified by this Agreement, are hereby ratified, confirmed, and reaffirmed as of the date hereof.

(g) No oral representations, statements, or inducements have been made by the Bank with respect to the Loan Documents or this Agreement.

(h) The City acknowledges that it has received valuable consideration in exchange for its execution of this Agreement.

(i) The City represents and warrants that it has been represented in the signing of this Agreement by independent legal counsel or has had ample opportunity to discuss this Agreement and the related transactions with its independent legal counsel.

9. Cooperation: No actions to frustrate or delay. In consideration of the Bank entering into this Agreement, and in order to assure the Bank that the City will timely perform all of its covenants and obligations under this Agreement, the City covenants and agrees to cooperate fully with the Bank, and not contest or otherwise take or cause to be taken any actions which would or could prohibit, delay, or otherwise limit or frustrate the Bank's rights and remedies under this Agreement and/or the other Loan Documents. As part of this cooperation, the City does hereby further stipulate and agree as follows:

(a) In the event a proceeding under any Chapter of Title 9 of the United States Code ("Bankruptcy Code") is instituted by or against the City (a "Bankruptcy Case"), the parties hereto do hereby irrevocably and unconditionally stipulate and agree that the terms of this Agreement, coupled with prior concessions made by the Bank, constitute the type of relief or restructure of the City's indebtedness to the Bank that the City could reasonably have obtained in a Bankruptcy Case and, if an Event of Default under the Loan Documents or hereunder has occurred prior to the institution of any such Bankruptcy Case, that any effort to rehabilitate or reorganize the City would be fruitless. Therefore, the parties hereto do irrevocably and unconditionally stipulate and agree that in the event of filing of any such Bankruptcy Case, as respects the Bank and the Property, such would frustrate the legitimate efforts of the Bank in the pursuit of its non-bankruptcy law remedies with respect to the Property, and is without any reasonable prospect for rehabilitation or reorganization of the City within a reasonable time. Based upon the foregoing, therefore, all parties further irrevocably and unconditionally stipulate and agree to the entry of an order by the Bankruptcy Court in any such Bankruptcy Case modifying, terminating, and lifting the automatic stay of Section 362 of the Bankruptcy Code

with respect to the Bank and the Property in order to authorize and permit the Bank to pursue any and all non-bankruptcy law rights remedies available to it with respect to the Property, including entry of the Writ of Mandamus in the Lawsuit.

(b) In the event that, notwithstanding the provisions of the preceding subparagraph, the Bankruptcy Court does not immediately enter an order lifting, modifying, and terminating the automatic stay of Section 362 of the Bankruptcy Code as contemplated thereby, the City does hereby further irrevocably and unconditionally stipulate and agree to the immediate entry of an order in the Bankruptcy Case requiring the City to make payments otherwise due the Bank under the terms of the Loan Documents as and when such becomes due subsequent to the commencement of any such Bankruptcy Case, and the City hereby unconditionally irrevocably stipulate and agree to seek the entry of such an order from the Bankruptcy Court in the Bankruptcy Case contemporaneously with the commencement of any such Bankruptcy Case, and that the City will not oppose the Bank's request for such relief in any such Bankruptcy Case. Nothing contained in the preceding sentence shall limit the right of the Bank to seek other forms of adequate protection of its interests.

(c) All parties do stipulate and agree that the provisions of subparagraphs (a) and (b) of this **Section 9** are material inducements to Bank's entering into, and its execution of, this Agreement. The parties recognize that the relief stipulated to in subparagraphs (a) and (b) is not within or under the sole control of the parties, but is rather within the control of the Bankruptcy Court.

10. Address. Notwithstanding anything in the Loan Documents to the contrary and commencing on the Effective Date, the City's and Bank's address for all written notices under the Loan Documents shall be as follows:

City:

Mayor
City of Sweetwater – City Hall
500 S.W. 109 Ave.
Sweetwater, FL 33174
olopez@cityofsweetwater.fl.gov

With a copy to:

Chief of Staff
City of Sweetwater – City Hall
500 S.W. 109 Ave.

Bank:

Regions Bank
Attn: Chris D. Haggerty
525 Okeechobee Blvd., Ste 700
West Palm Beach, FL 33401
Chris.Haggerty@Regions.com

With a copy to:

Winderweedle, Haines, Ward
& Woodman, P.A.
Attn: J. Jeffrey Deery, Esq.

Sweetwater, FL 33174
rventura@cityofsweetwater.fl.gov

P.O. Box 1391
Orlando, Florida 32801
Phone: (407) 246-8669
Fax: (407) 423-7014
jdeery@whww.com

11. No Waiver by Lender. The Bank's accommodation in agreeing to the City's request to enter into this Agreement shall not be deemed to constitute a waiver of the Bank's right to insist upon the strict performance at all times in the future, of all of the terms, conditions, covenants, and provisions of the Loan Documents and all other obligations owed from the City to the Bank. The Bank and the City further acknowledge that the Bank has not and is not hereby waiving any known or unknown Event of Default including, without limitation, the Existing Default defined above. This Agreement is strictly a temporary forbearance of rights related solely to the existence of the Existing Default.

12. No Novation. It is the intent of the Bank and the City that this Agreement shall not constitute a novation or in any way adversely affect the validity and priority of the Loan Documents.

13. Governing Law. This Agreement shall be construed, interpreted, enforced, and governed in the same manner specified in the Loan Documents.

14. Binding Effect. This Agreement may not be assigned by the City. This Agreement shall be binding upon, and shall inure to the benefit of, the respective personal representatives, successors, and permitted assigns of the Bank.

15. Entire Agreement. This Agreement and the other Loan Documents (as modified by this Agreement) set forth the entire agreement between the parties with respect to the Loan Documents and supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties related to the subject matter of this Agreement. This Agreement and the other Loan Documents (as modified by this Agreement), are to be read in pari materia, and shall be construed in such a manner as to afford the greatest possible protection and benefit for the parties hereto. In the event of a conflict between this Agreement and the other Loan Documents, this Agreement shall control to the extent of the conflict. This Agreement and the other Loan Documents cannot be further modified, except by a written instrument signed by the parties against whom enforcement of the modification is sought. This Agreement is one of the "Loan Documents" and a default under or breach of this Agreement shall be an Event of Default under the Loan Documents without any necessary notice and

without cure rights whatsoever. This Agreement does not alter, modify, amend, supersede, or impact any other debt owed from the City to the Bank not specifically referenced herein, such as, without limitation, other bond debt of the City held by the Bank.

16. Captions. The captions and headings contained in this Agreement are for convenience of reference only and shall not be construed as limiting or defining in any way the provisions of this Agreement.

17. Further Assurances. Upon the Bank's request, the City at the City's expense, shall execute, acknowledge, and deliver such further instruments and do such further acts as may, in the reasonable opinion of the Bank, be necessary, desirable, or proper to carry out more effectively the purpose of this Agreement.

18. Time is of the Essence. Time is expressly declared to be of the essence with respect to the performance of all terms, covenants, provisions, and obligations of this Agreement and the other Loan Documents.

19. Severability. In case any one or more of the provisions contained in this Agreement or the Loan Documents shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

20. Acknowledgment. Each party acknowledges that this Agreement correctly sets forth the terms of the transaction agreed to by the parties and that such party is executing this Agreement under such party's own volition and free will, and not as the result of any undue influence, overreaching, oppression, menace, malice, coercion, fraud, duress, or bad faith on the part of any other party hereto.

21. Attorneys' Fees. In addition to the attorneys' fees provisions in the Loan Documents, and the attorney's fees to be paid by the City in connection with this Agreement, if an Additional Default occurs, the Bank shall be entitled to the recovery of all reasonable attorneys' fees and costs incurred in connection therewith. The term "attorneys' fees" as used in this Agreement shall include, but is not limited to, reasonable attorneys' fees (including paralegal fees) incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed but one agreement. This Agreement may be signed by facsimile and/or e-mail scan and any such copy of a signature shall, for all intents and purposes, be deemed an original signature. Any party which signs this Agreement by facsimile and/or e-mail scan shall, within two (2) Business Days from said execution, deliver its original signature to the Bank's counsel at the address referenced in the Bank's Address section above.

23. NO RELEASE BY LENDER. NOTHING IN THIS AGREEMENT SHALL IN ANY WAY WHATSOEVER IMPAIR, RELEASE, ALTER, OR DIMINISH ANY OF THE BANK'S RIGHTS OR REMEDIES UNDER THE LOAN DOCUMENTS AFTER THE FORBEARANCE PERIOD. NOTHING IN THIS AGREEMENT SHALL IN ANY WAY WHATSOEVER IMPAIR, RELEASE, ALTER, OR DIMINISH ANY OF THE BANK'S RIGHTS OR REMEDIES UNDER THE LOAN DOCUMENTS, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE BANK'S RIGHT TO ENTRY OF THE WRIT OF MANDAMUS AFTER THE TERMINATION OF THE FORBEARANCE PERIOD. IT IS THE INTENT OF THIS AGREEMENT TO PROVIDE THE CITY WITH A REASONABLE OPPORTUNITY TO PAY THE DEBT.

24. RELEASE BY BORROWER. AS A MATERIAL INDUCEMENT FOR THE BANK TO EXECUTE THIS AGREEMENT, THE CITY, FOR AND ON BEHALF OF ITSELF AND ALL OF ITS RESPECTIVE SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES, (COLLECTIVELY AND INDIVIDUALLY, JOINTLY AND SEVERALLY, THE "RELEASING PARTIES"), DO HEREBY, NOW AND FOREVER, JOINTLY AND SEVERALLY RELEASE, RELINQUISH, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY, AND FOREVER DISCHARGE THE BANK AND ANY AND ALL PARTIES PARTICIPATING AT ANY TIME IN THE LOAN, AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SERVICERS, AND ATTORNEYS AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, (COLLECTIVELY AND INDIVIDUALLY, JOINTLY AND SEVERALLY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, DEFENSES (INCLUDING AFFIRMATIVE DEFENSES), ACTIONS, OFFSETS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES, ASSERTIONS, AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY ACCRUING THROUGH THE EXECUTION DATE HEREOF, WHETHER

PRESENTLY KNOWN OR HEREAFTER DISCOVERED, ABSOLUTE OR CONTINGENT, WHICH THE CITY AND/OR ANY OF THE OTHER RELEASING PARTIES EVER HAD, NOW HAVE, OR HEREAFTER CAN, SHALL, OR MAY HAVE AGAINST THE BANK AND/OR ANY OTHER RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS BASED UPON, ARISING OUT OF, OR IN CONNECTION WITH, OR IN ANY WAY RELATING TO, DIRECTLY OR INDIRECTLY, THE LOAN DOCUMENTS, THE PROPERTY, AND/OR ANY RELATIONSHIP, COURSE OF CONDUCT OR DEALINGS OR NEGOTIATIONS BETWEEN THE CITY (OR ANY OTHER RELEASING PARTIES) AND THE BANK (OR ANY OTHER RELEASED PARTIES) PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (COLLECTIVELY, "CLAIMS"). THE CITY AND ALL OTHER RELEASING PARTIES FURTHER EXPRESSLY ACKNOWLEDGE, COVENANT, REPRESENT, AND WARRANT THAT THE FOREGOING RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF THE BANK'S EXECUTION OF THIS AGREEMENT, THE CITY DOES HEREBY ACKNOWLEDGE, COVENANT, REPRESENT, AND WARRANT THAT THERE EXISTS NO CLAIM, COUNTERCLAIM, CROSS-CLAIM, DEFENSE, OBJECTION, OFFSET, OR CLAIM OF OFFSET AGAINST THE BANK OR ANY OTHER RELEASED PARTY WITH RESPECT TO THE OBLIGATION OF THE CITY TO PAY THE DEBT TO THE BANK WHEN AND AS THE SAME BECAME DUE AND PAYABLE AS OF THE EXECUTION DATE HEREOF. THE CITY FURTHER ACKNOWLEDGES THAT, NOTWITHSTANDING THE BANK'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, THE BANK HAS NOT MADE ANY REPRESENTATIONS REGARDING, OR SHALL HAVE ANY OBLIGATION TO MAKE, ANY FURTHER ACCOMODATION, FORBEARANCE OR MODIFICATION OF THE LOAN DOCUMENTS.

THE CITY ACKNOWLEDGES THAT THE CITY IS SIGNING THIS AGREEMENT WITH FULL KNOWLEDGE OF ANY AND ALL RIGHTS THE CITY MAY HAVE AND THAT THE CITY IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY THE BANK OR ANY OTHER PARTY, AND THE CITY HEREBY ASSUMES THE RISK OF ANY MISTAKE OF FACT NOW KNOWN OR UNKNOWN TO THE CITY. THE CITY FULLY ACKNOWLEDGES THAT IT HAS CONDUCTED WHATEVER INVESTIGATION IT DEEMS NECESSARY TO ASCERTAIN ALL FACTS AND MATTERS RELATING TO THIS AGREEMENT. THE CITY REPRESENTS AND WARRANTS THAT

IT HAS SECURED INDEPENDENT LEGAL ADVICE CONCERNING THIS AGREEMENT AND THE RELEASES AND WAIVERS CONTAINED HEREIN. NOTHING HEREIN RELEASES ANY OF THE RELEASED PARTIES OF ANY DUTIES OR OBLIGATIONS ARISING UNDER THIS AGREEMENT.

25. WAIVER OF JURY TRIAL AND CONSEQUENTIAL AND PUNITIVE DAMAGES. THE CITY AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY. THE CITY FURTHER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO CLAIM OR RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, AND THIRD PARTY CLAIMS) BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, THE LOAN DOCUMENTS, AND THE TRANSACTIONS CONTEMPLATED THEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE CITY OR THE BANK. IF THE SUBJECT MATTER OF ANY LITIGATION IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NEITHER THE CITY NOR THE BANK SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN SUCH LITIGATION ANY CLAIM ARISING OUT OF THIS AGREEMENT. FURTHERMORE, NEITHER THE CITY NOR THE BANK SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY LITIGATION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THE CITY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE CITY NOR THE CITY'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THE CITY ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT TO THE BANK TO ENTER INTO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

THE CITY OF SWEETWATER, FLORIDA, a
Florida municipal corporation

Print Name: _____

By: _____
Orlando Lopez, its Mayor

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Orlando Lopez, as Mayor of the City of Sweetwater, Florida, a Florida municipal corporation, on behalf of the municipality. He is personally known to me [] or produced _____ as identification.

Notary Public
Print Name: _____

REGIONS BANK,
an Alabama state banking corporation

Print Name: _____ By: _____
Chris D. Haggerty, Vice President

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Chris D. Haggerty, as Vice President of REGIONS BANK, an Alabama state banking corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

Notary Public
Print Name: _____

EXHIBIT "2"

LEGAL DESCRIPTIONS

PARCEL 1:

The East 150 feet of the West 175 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 53 South, Range 40 East, lying and being in Miami Dade County, Florida, a/k/a Lots 1 and 2, in Block 18 of Truman City, as unrecorded plat.
Tax Folio No.: 30-3031-000-0480

PARCEL 2:

The East 150 feet of the West 325 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 53 South, Range 40 East, lying and being in Miami Dade County, Florida, a/k/a Lots 3 and 4, in Block 18 of Truman City, as unrecorded plat.
Tax Folio No.: 30-3031-000-0482

PARCEL 3:

Lot 5, Block 18, of the subdivision known as Truman City, according to the unrecorded plat thereof, also described as follows: The East 75 feet of the West 400 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 53 South, Range 40 East, lying and being in Miami Dade County, Florida.
Tax Folio No.: 30-3031-000-0483

PARCEL 4:

The East 75 feet of the West 250 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the South 25 feet thereof, of Section 31, Township 53 South, Range 40 East, lying and being in Miami Dade County, Florida. This land is a/k/a Lot 14, Block 18 of Truman City, according to the unrecorded plat.
Tax Folio No.: 30-3031-000-0491

PARCEL 5:

The West 150 feet of the East 631 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, less the South 25 feet in Section 31, Township 53 South, Range 40 East, lying and being in Miami Dade County, Florida. This land is a/k/a Lots 15 and 16, Block 18 of Truman City, according to the unrecorded plat.
Tax Folio No.: 30-3031-000-0510

ORDINANCE NO. _____

**AN ORDINANCE CREATING AMNESTY PERIOD;
CREATING A LIMITED EXCEPTION FROM CIVIL
PENALTIES AND LIENS FOR BUILDING CODE
VIOLATIONS UPON A HOMEOWNER'S COMPLIANCE
WITH THE BUILDING CODE AND/OR ADDITIONAL
CRITERIA; PROVIDING SEVERABILITY, INCLUSION IN
THE CODE, AND AN EFFECTIVE DATE.**

WHEREAS, effective March 1, 2002, the Florida Building Code governs all construction throughout Florida.

WHEREAS, any construction work commenced without a building permit prior March 1, 2002, or commenced under a building permit issued under the South Florida Building Code (SFBC) and has since expired prior to the issuance of a Certificate of Completion or Occupancy must be made to fully comply with the requirements set forth herein; and

WHEREAS, any construction work commenced without a building permit after March 1, 2002, commenced under a building permit and has since expired prior to the issuance of a Certificate of Completion or Occupancy must be made to fully comply with the requirements set forth herein; and

WHEREAS, this Commission wishes to encourage compliance while being mindful of the hardships that result to homeowners from the strict application of the City's system of fines and penalties relating to building code violations; and

WHEREAS, to accomplish these purposes, this Commission wishes to create a limited exception from civil penalties and liens resulting from Building Code violations upon a homeowner's compliance with the Building Code in the manner more particularly set forth below.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
THE CITY OF SWEETWATER, FLORIDA:**

Section 1: Definitions

Applicant: One who applies and wishes to participate in the Amnesty Relief Program and shall be understood as the person with direct and beneficial ownership of the affected structure, but shall not include a financial institution which has acquired the home through foreclosure.

As-Built Certificates: Documents provided by a professional Florida licensed architect or engineer including a signed and sealed affidavit, stating that the plans and the work completed on the structure complies with the Building Code for Miami-Dade County in effect at the time of construction. The architect or engineer will specify the methodology used to inspect the areas not readily visible (foundation, wall reinforcement, etc.).

As-Built Plans: The set of drawings and calculations required for permits at the time of construction. The plans must be prepared by a professional Florida licensed architect or engineer who shall sign and seal the documents and insert a statement in the first page stating that the work complies with the Building Code for Miami-Dade County in effect at the time of the construction, and indicating in the drawings any work that will need to be done for compliance.

Existing Buildings: Those buildings constructed prior to March 1, 2002, as defined in Chapter 8-11 of Miami-Dade County Code and The Florida Building Code.

Legalization permits: Building or zoning permits issued pursuant to this Ordinance.

Participant: An Applicant who has participated and completed the Amnesty Program.

Permit issued by Affidavit: Permits will be issued by the City's Building Official in accordance with the Florida Building Code §105.14, as amended. Thus, when a permit is issued relying upon an affidavit or when work to be covered by a permit involves installation under conditions which the Building Official opines are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations must supervise such work. In addition, the architect or engineer shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion, make and file with the Building Official written affidavits that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes.

Section 2: Upon application of a homeowner, for any construction work commenced without a building permit prior March 1, 2002, or commenced under a building permit issued under the South Florida Building Code (SFBC) and has since expired prior to the issuance of a Certificate of Completion or Occupancy, the City shall waive any and all civil penalties related to the enforcement in connection with a structure, and all liens related to such civil penalties, provided the homeowner satisfies each of the following conditions:

- a. The Applicant shall furnish a set of As-Built Plans, as defined in this Article, of the building or structure;
- b. The Applicant shall furnish an As-Built Certificate satisfactory to the Building Official issued by a Florida registered engineer or architect. The Florida registered engineer or architect will attest via affidavit based on knowledge, belief

and professional judgment, and based on an inspection of the structure, that the structure can be legalized. The As-Built Certificate shall contain a narrative description of the methodology used by the engineer or architect tendering the certificate to make the determination that the structure can be legalized. In issuing the Certificate of Completion or Occupancy, the Building Official shall be entitled to rely on the accuracy of the As-Built Certificate provided by an engineer or architect. More particularly, the affidavit will attest that the structure:

1. is structurally sound, and complies with the FEMA zone requirements for minimum floor elevation;
 2. satisfies the requirements of the building and zoning code(s) in effect at the time the work was commenced, indicating the date the work on the structure was commenced from the best available records and the requirements of the building and zoning code(s) in effect on that date;
 3. complies with all safety minimum requirements identified below;
 4. complies with the permit application and any plans approved by the Building Official; and
- c. The As-Built Certificate and plans must indicate that the structure will comply with all of the following life-safety minimum requirements of the current Florida Building Code (FBC):
1. Means of egress or escape;
 2. Requirement of shutters;
 3. Residential single station smoke detectors - installed in accordance with NFPA (1999 edition);
 4. Requirement for ground fault interrupters, bathroom and kitchen;
 5. Requirement for full size pressure and temperature relief valve lines on all water heaters;
 6. Handicapped access requirements;
 7. All gas piping systems shall be bonded to ground;
 8. Handrails shall be inspected and replaced, if necessary, in full compliance with requirements of the current Building Code.
- d. Prior to issuing the Certificate of Completion or Occupancy, the Building Official shall conduct an inspection to determine whether:
1. The plans submitted reflect the present state of the structure; and
 2. The structure complies with all requirements of the current Building Code identified above; and
 3. The As-Built Certificate represents accurately the condition of the structure.

Section 3. Upon application of a homeowner, any construction work commenced without a building permit after March 1, 2002, commenced under a building permit and has since expired prior to the issuance of a Certificate of Completion or Occupancy must be made to fully comply with the requirements of the Florida Building Code as provided below, the City shall waive any and all civil penalties related to the enforcement in connection with a structure, and all liens related to such civil penalties, provided the homeowner satisfies each of the following conditions:

- a. The Applicant shall furnish a set of As-Built Plans, as defined in this Article, of the building or structure;
- b. The Applicant shall furnish an As-Built Certificate satisfactory to the Building Official issued by a Florida registered engineer or architect. The Florida registered engineer or architect will attest via affidavit based on knowledge, belief and professional judgment, and based on an inspection of the structure, that the structure can be legalized. The As-Built Certificate shall contain a narrative description of the methodology used by the engineer or architect tendering the certificate to make the determination that the structure can be legalized. In issuing the Certificate of Completion or Occupancy, the Building Official shall be entitled to rely on the accuracy of the As-Built Certificate provided by an engineer or architect. More particularly, the affidavit will attest that the structure:
 1. is structurally sound, and complies with the FEMA zone requirements for minimum floor elevation;
 2. satisfies the requirements of the building and zoning code(s) in effect at the time the work was commenced, indicating the date the work on the structure was commenced from the best available records and the requirements of the building and zoning code(s) in effect on that date;
 3. complies with the permit application and any plans approved by the Building Official.

Section 4. The Amnesty Period shall commence on the effective date of this ordinance and end twelve (12) months thereafter. This ordinance shall not apply in the event that the City Commission has authorized a civil action to collect on the civil

penalties or to foreclose a lien. This ordinance shall not serve as a defense against any such action or against any enforcement action brought by the City.

Section 5. The Building Official is hereby directed to implement the necessary procedures and to develop the necessary documents to give effect this ordinance.

Section 6. All ordinances or portions of the Code of Ordinances of the City of Sweetwater in conflict with the provisions of this ordinance shall be repealed upon the effective date hereof .

Section 7. It is the intention of the Mayor and the City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention codifiers may change the words "ordinance" or "section" to other appropriate words.

Section 8. If any portion of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the ordinance.

Section 9. This ordinance shall become effective upon its adoption by the City Commission and approval by the Mayor or, if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT
PRISCA BARRETO, COMMISSIONER
MANUEL DUASSO, COMMISSIONER
IDANIA LLANIO, COMMISSIONER
ISOLINA MAROÑO, COMMISSIONER
EDUARDO M. SUAREZ, COMMISSIONER

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF A BREAKER HAMMER FROM GRAINGER INDUSTRIAL SUPPLY FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City's Public Works Department is tasked with the maintenance and repairs of streets and sidewalks; and,

WHEREAS, the aforementioned equipment will help the Public Works Department perform street repairs in a more efficient manner.

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The above recitals and memorandum attached hereto are true and correct and incorporated herein.

Section 2. The City Commission authorizes the Mayor to purchase a Bosch Breaker Hammer from Grainger Industrial Supply for an amount not to exceed \$1,993.00, together with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

Section 3. The Mayor is hereby authorized to execute the purchase order and expend budgeted funds on behalf of the City.

Section 4. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT
PRISCA BARRETO, COMMISSIONER
MANUEL DUASSO, COMMISSIONER
IDANIA LLANIO, COMMISSIONER
ISOLINA MAROÑO, COMMISSIONER
EDUARDO M. SUAREZ, COMMISSIONER

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING PAYMENT TO ORACLE ELEVATOR FOR EMERGENCY REPAIRS TO THE ELEVATOR IN CITY HALL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the elevator located in City Hall malfunctioned and was out services temporarily resulting in the closure of City Hall; and,

WHEREAS, Oracle Elevator performed emergency repair work; and,

WHEREAS, the cost for installing a wet motor and a starter is \$6,300.

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The above recitals, memorandum, and invoice attached hereto are true and correct and incorporated herein.

Section 2. The City Commission authorizes the Mayor to issue a payment of \$6,300 from General Funds to Oracle Elevator for repair to the elevator at City Hall.

Section 3. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of ____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	_____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	_____
PRISCA BARRETO, COMMISSIONER	_____
MANUEL DUASSO, COMMISSIONER	_____
IDANIA LLANIO, COMMISSIONER	_____
ISOLINA MAROÑO, COMMISSIONER	_____
EDUARDO M. SUAREZ, COMMISSIONER	_____



Mayor Orlando Lopez

MEMORANDUM

Date: 09/14/2015
To: Honorable Jose M. Diaz, Commission President and Members of
The City Commission
From: Mayor Orlando Lopez
Re: City Hall Elevator

DESCRIPTION OF ITEM

Furnish and install a wet motor and starter. The unit is shut down due to a power outage

BACKGROUND

The city hall was closed for 2 days. Transformer exploded in the area causing the motor to the elevator to shut down.

FISCAL IMPACT

The impact to general funds is \$6,300.00

RECOMMENDATION

Repairs were made on an emergency bases.

Department / Section Director

Oracle Elevator

July 27, 2015
Contract No. 5051-3325
City of Sweetwater
500 SW 109th Avenue
Miami, FL. 33174

SHUTDOWN

Tel: (305) 485-4524
Fax: (305) 480-3849
Serial No. 67848

Office use only

Tech:

Job #

EST # 51799

This proposal consists of one (1) page and the price is valid for thirty (30) days.

Scope of Work

Oracle Elevator will furnish and install a Wet Motor and a starter for the unit as it is SHUTDOWN due to a power outage

Contract Price: \$6,300.00

Terms of Payment: 50% upon acceptance & 50% upon completion

It is understood that Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5%. This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Oracle Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation.

Name: _____

Signature: _____

Oracle Elevator Company

Title: _____

By: **Jor Gomez**

Date: _____

Title: **Customer Service Associate**

The Future of Elevator Service!

2315 Stirling Road, Ft. Lauderdale, FL 33312
Phone: (954) 986-0991 Fax: (954) 965-1520
www.oracleelevator.com

RESOLUTION NO. ____

**A RESOLUTION OF THE MAYOR AND COMMISSION OF
THE CITY OF SWEETWATER APPROVING BUDGET
REVISION NO. 2 OF THE CITY OPERATING BUDGET FOR
FISCAL YEAR 2014-2015 AND AMENDING THE SAID
OPERATING BUDGET OF THE CITY OF SWEETWATER.**

WHEREAS, the Mayor has submitted a proposed revision of the Fiscal Year 2014-2015 budget; and,

WHEREAS, the City Commission of the City of Sweetwater has examined the proposed revision to the operating budget for fiscal year 2014-2015 as prepared by the Mayor and Finance Department; and,

WHEREAS, the Mayor and City Commission wish to amend the operating budget for fiscal year 2014-2015 to conform with the aforesaid revision:

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, as follows:

SECTION 1. That the attached budget revision No. 2 to the operating budget of the City of Sweetwater prepared by the Mayor and Finance Department, a copy of which is attached to this resolution, be and the same is hereby approved.

SECTION 2. The 2014-2015 budget so revised is hereby adopted.

SECTION 3. That this resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED AND ADOPTED this day of , 2015.

ORLANDO LOPEZ, MAYOR

JOSE M. DIAZ, COMMISSION PRESIDENT

RESOLUTION NO.

PAGE 2

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT
JOSE BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT
PRISCA BARRETO, COMMISSIONER
MANUEL DUASSO, COMMISSIONER
IDANIA LLANIO, COMMISSIONER
ISOLINA MARONO, COMMISSIONER
EDUARDO M. SUAREZ, COMMISSIONER

